

**OHIO DEVELOPMENT SERVICES AGENCY
BROWNFIELD REVOLVING LOAN FUND APPLICATION
FOR PETROLEUM SUBSTANCE REMEDIATION**

**AT THE
THE FORMER JOSEPH DEMSEY STEEL COMPANY
PROPERTY**

1300 S. State Street (formerly Girard), Youngstown, Ohio 44420

APPLICANT:

**City of Youngstown
Office of Economic Development
20 Federal Place, Suite 602
20 W. Federal Street
Youngstown, Ohio 44503**

PROJECT:

PCB Remediation Associated with IA#8

Prepared

By:

**ms consultants, inc.
333 E. Federal Street
Youngstown Ohio 44503**

**Certified Professional:
John P. Pierko CP #186**



**Development
Services Agency**

BROWNFIELD REVOLVING LOAN FUND APPLICATION FOR HAZARDOUS SUBSTANCE OR PETROLEUM REMEDIATION

Part A APPLICANT AND PROJECT INFORMATION

March 2013

Applicant Authorization and Certification

I understand that by signing this application, I grant the Ohio Development Services Agency or its authorized agents access to any records needed for verification and evaluation of the information provided in this application. I understand that filling out this application does not guarantee that I will receive assistance.

I certify that the information I have provided in this application is, to the best of my knowledge, a true, accurate and complete disclosure of the requested information. I understand that I may be held civilly and criminally liable under Federal and State law for knowingly making false or fraudulent statements.

City of Youngstown

Applicant



12-16-2015

Signature

Date

David Bozanich

Finance Director

Name (Print)

Title

<i>APPLICANT INFORMATION</i>	
Applicant Legal Name	City of Youngstown
Project Name	Former Joseph Demsey Steel Company
Applicant DUNS Number	
Address (Street, City, Zip, County)	26 S. Phelps Street, Youngstown, Ohio 44503
Type of Funding Requested (hazardous or petroleum)	Petroleum
Amount Requested	\$2.0 million
Match	\$0.00
Total Project Costs	\$2.0 million

Attachment A1
Project Summary



Brownfield Revolving Loan Fund – Former Demsey Steel Property Redevelopment, ~ City of Youngstown

Attachment A1: Project Summary Document

The City of Youngstown is requesting a Brownfield Revolving Loan for Hazardous Substance Remediation (BRLF) Loan in the amount of \$2,000,000 for the remediation of an unknown number of buried drums containing liquids and oily sludge, which have impacted the adjacent surrounding soils. The buried drums and surrounding soils are contaminated with extremely high levels of PCBs, and volatile organic compounds, the identified area is designated as IA#8 at the former Demsey Steel Property located at 1300 South State Street, Youngstown, (formerly in Girard), Ohio in Trumbull County.

Historically, the City of Youngstown secured a Clean Ohio Revitalization Fund (CORF) Grant in the amount of \$1,234,590 for the demolition and remediation of the former Demsey Steel Property located at 1300 South State Street, Youngstown, (formerly in Girard), Ohio in Trumbull County. A municipal boundary change pursuant to ORC 709.37 occurred in January 2010 places the property in the City of Youngstown.

The City of Youngstown acquired the property in 2009 in support of efforts Vallorec & Mannesmann (V&M) in redevelopment of the City's Brier Hill Industrial Park. A remnant of a once extensive steel industry in the Mahoning Valley, V&M intends to expand their existing V&M Star facility, investing in excess of \$500 million and creating 500 new jobs to the Mahoning Valley. The proposed development plan anticipates this parcel to be utilized as a tractor trailer staging area adjacent to the new entrance to the expanded steel operation and new office facility.

The development agreement between the City of Youngstown and V&M commits V&M to \$5,000,000 reimbursement to the City for revitalizing the Brier Hill Industrial Park. However, the potentially unsafe unusable building and potential environmental contamination of the property prevent the full commitment in terms of a "known end user" defined under CORF guidelines.

The demolition and remediation of the former Demsey Steel property represents the second phase in the City of Youngstown's commitment to remediate properties for the Brier Hill Industrial Park. The redevelopment of the Brier Hill Area is a key component to the City's *Youngstown 2010 Master Plan*. Prior/current redevelopment efforts in the Brier Hill include: demolition of the former Youngtown Sheet and Tube office building with CORF Round 7 monies and remediation of the former Shelly and Sands Asphalt Plant with CORF Round 8 monies. The City's subsequent phases to revitalize the Brier Hill Industrial Park include remediation and site preparation of adjacent Former Truck Plant properties. The City's efforts to remediate abandoned properties to on the east end of the Brier Hill Industrial Park are mirrored by the State of Ohio Department of Transportation (ODOT)



The revitalization of the Brier Hill Area on the North Side of the City is a key component of the Youngstown 2010 Plan.



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Brownfield Revolving Loan Fund – Former Demsey Steel Property Redevelopment, - City of Youngstown

effort to improve the rail system on the west end. The State of Ohio has committed \$20,000,000 toward transportation improvements as ODOT, the City of Youngstown and V&M have been coordinating their efforts in the redevelopment of the Brier Hill Industrial Park which supports the expansion of V&M facilities.

The City of Youngstown is previously secured a CORF Redevelopment Ready Track Grant. The funding was used to remediate the other IA's on the property in conjunction with ODOT transportation improvements will assure the expansion of an existing business in the City of Youngstown turning abandoned property into productive property, creating new jobs and generating new tax revenue for the City.

Goal of the brownfield project -

Economic Benefit, Development Ready:

The project site is located along the Mahoning River Valley. This redevelopment consists of approximately 14.75 acres (Out of the approximate 200 acre Brier Hill Industrial Park) of former industrial/commercial lands adjacent to four-lane US. Highway 422; with rail access to the site and interstate access to I-80 within less than a mile.

The former Demsey Steel property was a former commercial/industrial facility formerly located in the City of Girard, Trumbull County, Ohio ("the property"). The subject property is currently owned by the City of Youngstown, and is located just over the Mahoning-Trumbull County border and has recently been added into Youngstown City limits.

The former Demsey Steel property acquired by the City of Youngstown in 2009 is located at 1300 South State Street.

The property is bordered to the north by the former Shelly and Sands Trailer lot and to the south former Shelly and Sands Asphalt plant property. South State Street (US 422) runs along the eastern border and rail lines border the west side of the property.

VALLOUREC & MANNESMANN TUBES



The City of Youngstown is teamed with Vallourec & Mannesmann ins a development partnership which infuses private monies to the project.

The CORF grant monies addressed three (3) permanent tax parcels of property, totaling approximately 14.75 acres. According to the Trumbull County Auditor the former Demsey Steel property parcel numbers 14-124920 (6.50-acres), 14-124921 (3.979-acres), and 14-124922 (4.268-acres) for a total of 14.75-acres. Three contiguous buildings were raised on the property with an estimated combined 68,462 SF of space on 14.75-acres. These steel frame and steel clad buildings were former steel pickling facilities, and held value in scrap steel. Two other buildings previously destroyed by fire were also contiguous to the standing structure were removed from the site.

The property fronts US Route 422 less than a mile from I-80 with rail abutting the property to the west, and public sewer and water service available from along US 422. Natural gas and



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Brownfield Revolving Loan Fund – Former Demsey Steel Property Redevelopment, - City of Youngstown

electrical utilities and storm sewer are also immediately available from US 422 (South State Street).

The City of Youngstown Land Reutilization program has been very successful in revitalizing underutilized sites. Sites that are redeveloped through the City's Land Reutilization program have increased property values and provided much needed new jobs in the City of Youngstown.

The City has worked closely with Vallorec & Mannesmann (V&M) for an expansion of their Youngstown facility. Although there is not a known end user per CORF guidelines, per the executed development partnership agreement V&M has committed monies to the project and the property is anticipated to be marketed toward V&M. Nonetheless, the sites accessibility and available infrastructure make it a marketable property on its own. Coupled with the City's Land Reutilization program the City sees the property as easily marketable once remediation is completed.

Youngstown's track record in redeveloping brownfield sites has been outstanding. In 15 years, more than 40 new businesses on three newly developed industrial parks have produced over 1,000 new jobs. The City's success in redeveloping brownfields has, in part, lead to national recognition as Youngstown made *Entrepreneur* magazine's August 2009 issue list as one of the top 10 places to start a business. Youngstown Ohio is ranked at #9 among other US Cities.



Community Benefit

Youngstown's 2010 Citywide Plan identifies nearby stretch of former and current industrial property for redevelopment. The proposed development plan for the corridor is to establish a variety of sustainable industries. The Youngstown 2010 Plan has drawn interest from cities around the world that are experiencing similar post-industrial population loss or declining birth rates. The Youngstown 2010 Plan has won State and National planning awards, including the prestigious American Planning Association (APA) 2007 National Planning Excellence Award for Public Outreach.

The Citywide the Youngstown poverty rate per the 2000 US Census is 27.3% for families and 32.6 % for individuals. The poverty rate for the census tract 9324 is 34.7% for families and 31.2% for individuals. Based on October 2015 US Department of Labor statistics the unemployment rate for Trumbull and Mahoning Counties in Ohio are at 5.5% and 5.2% respectively. This is above the 4.2% October 2015 unemployment rate for Ohio. It can safely



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Brownfield Revolving Loan Fund – Former Demsey Steel Property Redevelopment, ~ City of Youngstown

be assumed that many of the new jobs created by expansion of V&M, may be filled by unemployed and/or low-to-moderate income individuals.

History of the project property

The Property has been the subject of VAP Phase I and Phase II Property Assessments and required remediation activities under the Ohio EPA VAP. The majority of the site assessment and remediation activities occurred at the Property between October 2009 and June 2014. The site was determined to meet applicable VAP standards on July 23, 2014, a No Further Action (NFA) was submitted to the Ohio EPA in support of a request for a CNS. The NFA is currently under review by the Ohio EPA. Additional assessment work was performed in April 2015 when during the installation of a sub-grade utility line encountered an area of oil-stained soil (IA#8). Assessment work completed to date includes the installation of 26 soil borings, converting 11 of the borings into 2-inch monitoring wells, and collecting 45 near surface soil samples from the VAP soil direct contact point of compliance (i.e., 0 to 2 feet). Laboratory analyses indicated that the site has been impacted by the past industrial use of the Property. Elevated levels of some chemicals of concern (COCs) were identified in soil including single-compound polycyclic aromatic hydrocarbons (PAHs), such as, naphthalene and benzo (a) pyrene, total petroleum hydrocarbons (TPH) diesel and oil ranges (C-10 to C-20 and C-20 to C-34, respectively); polychlorinated biphenyls (PCBs); and lead. Remediation activities conducted at the Property to achieve compliance with applicable soil standards included active soil removal and clean fill placement. During the implementation of the remediation activities associated with IA#8, the discovery of an unknown number of buried drums containing unknown liquids and oily sludge were encountered, which have impacted the surrounding soils. Upon discovery of the buried waste drums the IA#8 remedial activities were stopped to re-characterize the newly discovered materials to determine if the materials could continue to be disposed of at the current designated facility. Based on the re-characterization sampling, it was determined that the material was unable to be disposed of at the designated disposal facility due the extremely high levels of PCBs and volatile organic compounds in the waste materials. As a result, the IA#8 remedial activities were halted until funds can be secured to continue the remediation activities, as the waste material will require incineration as the method of disposal. Hence, the need for BRLF monies to pay for the completion of remediation of IA#8 and the amend the Property NFA documents, in order to achieve the site compliance with the Ohio EPA VAP (NFA) and U.S. EPA standards with regards to the PCB contamination.

Project Readiness

The City has identified V&M as the final end user of the property. With the successful demolition and remediation previously performed with the CORF grant funding and the additional requested BRLF monies to address IA#8 and the issuance of an NFA for the site the City will be able to provide V&M with a Property that meets the requirements of the Ohio EPA VAP and U.S. EPA requirements. The City must proceed at a rapid pace to redevelop the property. The City has a committed partner in place that is currently using the Property as a pipe storage yard, except for the area known as IA#8, which is currently delineated by high-visibility fencing and “Danger – No Trespassing” signage. The property is ideal for its current use as a pipe storage yard near the facility entrance road.



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Attachment A2

Concept Plan, Time Schedule for Redevelopment

Attachement A2

Schedule Former Demsey Steel Property - IA#8 City of Youngstown

Task	Months after award						
	1	2	3	4	5	6	7
Design							
Contractor Selection							
Waste Removal/Remediation							
NFA Preparation							

Attachment A3

Project Contact Sheet and Resumes of Key Individuals

ATTACHEMENT A3**Contacts Sheet**

	Applicant CEO	Project Contact	Environmental Professional	Development Partner
Name	Mayor John McNally	T. Sharon Woodberry	John P. Pierko, P.E., C.P.	
Title	Mayor	Director of Economic Development	Vice President Technical Resources	
Organization	City of Youngstown	Office of Economic Development	ms consultants, inc.	
Address	26 S. Phelps Street Youngstown, Ohio 44503	20 Federal Place, Suite 602 20 West Federal Street Youngstown, Ohio 44503	333 E. Federal Street Youngstown, Ohio 44503	
Phone	(330) 742-8730	(330) 744-1708	(330) 744-5321	
Fax		(330) 744-1951	(330) 744-5256	
E-mail	Mayor@cityofyoungstownoh.com	tswood@cityofyoungstownoh.com	jpierko@msconsultants.com	



Education

Master of Science
Civil Engineering
Youngstown State University
1988

Bachelor of Science
Civil Engineering
University of Akron

Registrations

Professional Engineer
▪ Ohio #E-47768
▪ Pennsylvania #034082-E
▪ West Virginia #011348

Professional Surveyor
▪ West Virginia #1783

Voluntary Action Program
Certified Professional
▪ Ohio # CP-186

With over 30 years of experience, Mr. Pierko is responsible for the management of Environmental Services for **ms consultants, inc.** He is fully responsible for all aspects of projects including schedules, client budgetary limitations, project objectives, project budgets, quality control, technical accuracy and regulatory compliance. His extensive experience extends into the coordination of numerous other disciplines including mechanical, electrical, structural, geotechnical, architectural and construction. Mr. Pierko has extensive experience in the overall coordination of all major projects in the environmental and municipal fields.

Mr. Pierko directs all Hazardous and Environmental Site Assessment activities. He works closely with clients to ensure that all regulatory guidelines are maintained while minimizing costs. His project functions include corporate issues, overall health and safety requirements, project management, supervision of site sampling activities and training of appropriate personnel.

Over the past several decades, Mr. Pierko has served as Project Principal and Project Manager for hundreds of Environmental Site Assessments, including ESA Screenings, Phase I ESAs and Phase II ESAs, and the ensuing environmental remediation activities. His recent projects include:

- Phase I and II ESA, YSU College of Business, City of Youngstown, OH
- Phase I ESA, Tuller Property, Vrable Land Holding LLC, Youngstown, OH
- Phase I ESA, Pembroke Place, Vrable Land Holding LLC, Youngstown, OH
- Phase II ESA, Sinter Plant Property, City of Youngstown, OH
- Phase I ESA, Western Reserve Care Center, Vrable Health Care, Boardman, OH
- Phase I ESA, Library Building at 3800 Market Street, Public Library of Youngstown and Mahoning County, Youngstown, OH
- Phase I ESA, Library Building at Early Road, Public Library of Youngstown and Mahoning County,
- Phase I ESA, West Liberty Street, Sky Bank, Hubbard, OH
- Phase I ESA, New Taco Bell Restaurant, Simrick Corp., Mansfield, OH
- Phase I ESA, Boardman Township Acreage, Simrick Corp., Boardman Twp., OH
- Phase II ESA, Front Street, City of Youngstown, OH
- Phase I ESA, NE Corner of S.R. 224 and Tanglewood Drive, B & B Construction Company, Boardman Township, OH
- Phase II ESA, former U.S.X.-Ohio Works Brownfield Site, City of Youngstown, OH
- Phase I and II ESAs for Convocation Center Site, City of Youngstown, OH
- Eagles/DeMichael ESA, Youngstown State University, Youngstown, OH
- Phase I ESA for Water Works Site, YBM Corp., Youngstown, OH
- Phase I & II ESA, Salt Springs Road Industrial Park, Youngstown, OH
- Open-End Contract for Environmental Services (including ESAs) throughout District 4, 1993-2007, ODOT District 4, OH

Brian K. Fischer, P.G.

Professional Geologist/Environmental Planner

Education

Bachelor of Arts, Geology – Thiel College, 1985

Continuing Education

- Health and Safety Seminar for Hazardous Waste, Environmental Protection Training, Inc. 40-hour OSHA Requirement (in accordance with 29 CFR part 1910.120e)
- Health and Safety Seminar for Hazardous Waste, Environmental Protection Training, Inc. 8-hour OSHA Refresher Course, February 7, 2006
- Confined Spaces Entry Training Proctor

Registrations

Professional Geologist: Pennsylvania, Tennessee

Asbestos Hazard Evaluation Specialist, #3301, Ohio Department of Health

Asbestos Hazard Abatement Project Designer, #60462, Ohio Department of Health

Experience

Mr. Fischer provides the **ms consultants** team with extensive knowledge and experience on a wide range of project types, including Phase I and II Environmental Site Assessments (using VAP, ODOT or ASTM standards); site remediations; asbestos investigations, plans and specifications; groundwater quality monitoring programs; and various other field investigations. He is also familiar with RCRA site investigations, development of SPCC plans, UST/AST closures, brownfield investigations and remediation, and Superfund investigations and remediations. He is skilled with all types of sampling methods and procedures, and oversees quality control for all field sampling activities. He develops and implements site-specific work plans, air monitoring plans, erosion control plans, and contingency plans based on past and present uses of a site, potential contaminants which may be present at a site, and/or previous site investigations.

VAP Phase I ESA for Wilmont Outpost, ODOT District 4, Wilmot, OH

Served as lead investigator for the open-end contract for services including investigation, testing and remediation for potentially hazardous wastes. Performed an asbestos building inspection in accordance with applicable rules and regulations as part of a Voluntary Action Program (OEPA).

VAP Phase I ESA for Ashtabula Outpost, ODOT District 4, Ashtabula County, OH

Served as lead investigator for the open-end contract for services including investigation, testing and remediation for potentially hazardous wastes. Performed an asbestos building inspection in accordance with applicable rules and regulations as part of a Voluntary Action Program (OEPA).

Phase II ESA for Sinter Plant Property, City of Youngstown, OH

Performed soil sampling and groundwater sampling as part of a Phase II ESA on a site pursuant to Clean Ohio Fund requirements.

Phase II ESA for Brownfield Site, City of Youngstown, OH

Completed a Phase II Environmental Site Assessment.

Phase II ESA for New YSU College of Business Site, City of Youngstown, OH

Key Personnel

Performed soil sampling and asbestos survey as part of a Phase II ESA at the site of a proposed new building.

Open-End Contract for Environmental Services, 1993-2007, ODOT District 4, Northeast OH
Mr. Fischer served as lead investigator for the open-end contract for services including investigation, testing and remediation for potentially hazardous wastes. Special problems have included emergency sampling on sites, fast track bridge project and large corridor studies requiring large manpower commitments with short term duration. This contract included numerous Phase I and II ESAs.

Safety Study and Improvements, FRA-62-30.90, ODOT District 6, Franklin County, OH
Completed a Phase I Environmental Site Assessment.

S.R. 161 and Sunbury Road Interchange, FRA-161-25.900, ODOT District 6, Franklin County, OH
Completed a Phase II Environmental Site Assessment.

DEL-36-17.11, Safety, Preliminary Engineering, and Environmental Studies, ODOT District 6, Delaware County, OH
Completed a Phase II Environmental Site Assessment.

U.S. 42 Traffic Safety and Access Management Studies, Environmental Documentation, and Roadway Improvement Plans, ODOT District 6, Madison County, OH
Completed a Phase II Environmental Site Assessment.

Mahoning Valley & Glacier Hill Service Plaza, Ohio Turnpike Commission, Ohio Turnpike, OH
Completed a Phase I Environmental Site Assessment.

I-75 Partial Interchange with Dixie Drive and Central Avenue, ODOT District 7, OH
Completed a Phase I Environmental Site Assessment.

SR 750 / SR 257 Safety Study and Design, ODOT District 6, Delaware County, OH
Prepared a Phase I and Phase II ESA report for the site of a proposed interchange improvement.

Connelly Interceptor Sewer & Siphon Improvements, Sharon Sanitary Authority, Sharon, PA
Performed a Phase II Environmental Site Assessment of the project area. Also performed flow metering and confined space entry.

Philip A. Koch, Jr.

Environmental Technician/Field Representative

Education

Bachelor of Applied Science, Civil Engineering – Youngstown State University, 1998

Continuing Education

- Health and Safety Seminar for Hazardous Waste, Environmental Protection Training, Inc. 40-hour OSHA Requirement (in accordance with 29 CFR part 1910.120e)
- Health and Safety Seminar for Hazardous Waste, Environmental Protection Training, Inc. 8-hour OSHA Refresher Course, February 7, 2006
- Confined Spaces Entry Training

Registrations

Professional Geologist: Pennsylvania, Tennessee

Asbestos Hazard Evaluation Specialist, #34014, Ohio Department of Health

Asbestos Hazard Abatement Specialist, #28202, Ohio Department of Health

Experience

Mr. Koch fills many important roles on the **ms consultants** team. He performs field investigations and sampling for Environmental Site Assessments and remediation projects, and write ESA reports using ASTM, ODOT or VAP guidelines. He is also an asbestos abatement specialist, and is called upon to perform building surveys and sampling for asbestos containing materials (ACM) and other hazardous materials so that it may be properly abated prior to a renovation or demolition project. He then monitors asbestos abatement and removal activities during construction or demolition.

Phase I ESA, LTV Site, City of Youngstown, OH

Wrote a Phase I Environmental Site Assessment report for the former LTV Site.

Phase I ESA for Youngstown Sinter Site, City of Youngstown, OH

Wrote a Phase I Environmental Site Assessment report for the former Youngstown Sinter Plant as part of a land acquisition.

Phase II ESA for Youngstown Sinter Site, City of Youngstown, OH

Oversaw soil borings, soil scanning, and soil classification. Installed, developed and collected samples from three monitoring wells. In addition, sent collected samples for analysis, interpreted the analysis and wrote report.

Phase I ESA for New YSU College of Business Site, City of Youngstown, OH

Performed site walkovers, asbestos inventory/survey, and prepared report.

Phase II ESA for New YSU College of Business Site, City of Youngstown, OH

Oversaw soil borings, soil scanning, soil classification, and sample collection. In addition, generated a report of findings.

Phase II ESA Front Street, City of Youngstown, OH

Oversaw soil borings, soil scanning, soil classification, and sample collection. Performed Asbestos Survey of several properties along Front Street.

Phase II ESA for Brownfield Site, City of Youngstown, OH

Oversaw soil borings, soil scanning, soil classification, and sample collection. In addition, set, developed, and sampled monitoring wells. Generated a report of findings.

Demolition of 247-263 Federal Plaza West, YCACIC, Youngstown, OH

Performed Environmental Site Assessment Phase II. Performed Asbestos investigation/survey. Assisted in the development of the Demolition/Asbestos Abatement Plans and Specifications. Periodically visited the site during demolition to monitor demolition/abatement activities.

Phase I ESA on Acreage in Boardman Township, Simrick Corp., Boardman Township, OH

Performed Phase I Environmental Site Assessment.

Phase I ESA, Soil Remediation, Inc., Lowellville, OH

Performed site investigation for Phase I ESA.

STA-30-18.35 Screening and Phase I ESA, ODOT District 4, , OH

Performed Phase I Investigation leading to Phase II soil borings, soil scanning, soil classification and sampling.

Sediment Sampling for MAH-14-8.95, ODOT District 4, Mahoning County, OH

Sampled stream sediment for mirex during Phase II ESA.

MAH-14-8.95 Phase 1 ESA with Asbestos Inspection, ODOT District 4, Mahoning County, OH

Performed the Phase I ESA Site investigation.

Preliminary Design and Environmental Documentation for Dual Bridges Carrying I-80 over Meander Reservoir, MAH-80-0.97, ODOT District 4, Mahoning County, OH

Performed the Phase I ESA Site investigation.

Connelly Interceptor Sewer & Siphon Improvements, Sharon Sanitary Authority, Sharon, PA

Assisted with Phase II ESA, including overseeing soil borings, soil scanning, and soil sampling. Prepared a report of findings.

Fifth Avenue Wastewater Pump Station, Trumbull County, OH

Assisted with Phase II ESA, including overseeing soil borings, soil scanning, and soil classification. In addition, performed spot inspection during construction.

Shannon Road Sanitary Sewer, Trumbull County, OH

Assisted with Phase II ESA, including overseeing soil borings, soil scanning, and soil classification. In addition, performed construction inspection as needed

Sanitary Sewer, Lift Station and Water Line at S.R. 14 and S.R. 7, City of Columbiana, OH

Assisted with Phase II ESA, including overseeing soil borings, soil scanning, and soil classification.

Groundwater Monitoring at Barth Farm Site, Aqua Ohio, Inc., Boardman, OH

Assisted with Phase I and II ESAs. For Phase II ESA, performed soil borings, soil scanning, soil sampling, set and developed monitoring wells. Used GPS to establish perimeter of the sludge pond for GIS purposes.



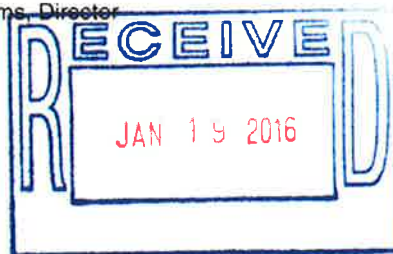
Attachment A4

Copy of Site Eligibility Determination Form Information



Department of Commerce

Division of State Fire Marshal
John R. Kasich, Governor
Jacqueline T. Williams, Director



January 11, 2016

T. Sharon Woodberry
City of Youngstown
20 Federal Place, Suite 602
20 W. Federal Street
Youngstown, OH 44503

RE: USEPA Brownfield Petroleum Revolving Loan Fund Eligibility Determination

Dear Ms. Woodberry:

This letter acknowledges that the State Fire Marshal, Bureau of Underground Storage Tank Regulations ("BUSTR") was notified of the Central Ohio Community Improvement Corporation's (COCIC) plan to submit a Petroleum Brownfield Revolving Loan Fund proposal for the following property:

- **Former Joseph Demsey Steel Company – 1300 S. State St., Youngstown, Ohio 44420 ("Property"), Parcel Numbers 66-000006 and 14-607786.**

The applicant provided BUSTR with information regarding a brief description of the site history related to the potential presence of petroleum underground storage tanks ("USTs") and requested that BUSTR make the necessary determination on eligibility for Brownfield funding. The Property was acquired by the current property owner, The City of Youngstown, on August 11, 2009. The Property is not present in BUSTR's database. The facility has been an industrial facility since the early 1900's.

BUSTR's eligibility determination employs the criteria set forth under §101(39)(D)(II)(bb) of the Comprehensive Environmental Response Compensation and Liability Act, as further described in the United States Environmental Protection Agency's "FY15 Guidelines for Brownfield Eligibility" (EPA-OSWER-OBLR-13-5). Please note that this eligibility determination by BUSTR does not release any party from obligations under any federal or state law or regulation, or under common law, and does not impact or limit BUSTR's enforcement authority against any person, including an applicant, regarding liability for conditions at the Property.

Based on the information provided by the applicant, and pursuant to applicable laws, regulations and guidance, BUSTR has determined the following:

- The Property is of "relatively low risk" as compared with other petroleum-only release sites in Ohio. In addition, LUST trust fund monies are not being used for any cleanup activities, and the site is not subject to a response under the Oil Pollution Act.
- The responsible party required to assess and subsequently clean-up the potential contamination is unknown at this time.

- The Property is unlikely to be assessed, investigated, or cleaned up by a person that is potentially liable for cleaning up the Property.
- The Property is not subject to any order issued under 9003(h) of the Solid Waste Disposal Act.

At this time, under the current property conditions, and based on information provided to BUSTR, the Property appears to be eligible for Brownfield funding and the City of Youngstown has the full support of the Division of State Fire Marshal, BUSTR.

If you have any questions or concerns please contact Christine Pyscher at 614-728-5121.

Sincerely,



Verne A. Ord
Assistant Chief – BUSTR
Division of State Fire Marshal
Ohio Department of Commerce

xc: Site File

Attachment A5

Supporting Resolution Information

Fischer, Brian

From: Woodberry, TSharon <TSWood@YoungstownOhio.gov>
Sent: Wednesday, December 16, 2015 9:39 AM
To: Fischer, Brian
Subject: Fwd: Dempsey Loan Application

Sent from my iPhone

Begin forwarded message:

From: "erin.hazelton@development.ohio.gov" <erin.hazelton@development.ohio.gov>
Date: December 10, 2015 at 2:50:28 PM EST
To: "Woodberry, TSharon" <TSWood@YoungstownOhio.gov>
Subject: Re: Dempsey Loan Application

Hi Sharon,

I'm out of the office today--sorry I missed your call. For the loan application, the city doesn't need an ordinance since they'll be the applicant and the project is inside of the same jurisdiction. As long as the partnership agreement is still valid and will be for the duration of the project that will be just fine. Let me know if you have other questions and I can give you a call.

Erin

Sent from my iPhone

On Dec 10, 2015, at 2:38 PM, Woodberry, TSharon <TSWood@YoungstownOhio.gov> wrote:

Erin,

Per my voicemail earlier, I have a couple of questions concerning the application. Will the City need to include an ordinance authorizing this application. Language seems to indicate its required only if it's a separate jurisdiction. Also, will the partnership agreement submitted with Clean Ohio application be sufficient for this application as well?

T. Sharon Woodberry

Director of Community Planning &
Economic Development
City of Youngstown
20 West Federal, Suite 602
Youngstown, OH 44503
Phone: 330-744-1708
Fax: 330-744-7522
tswood@YoungstownOhio.gov

Attachment A6

Tax Information and Disclosure Form

Attachment A7
Financial Liability Form

ATTACHMENT A7**Financial Liability Form**

Explain any outstanding financial liabilities you (applicant or development partner) have with state or local governments in Ohio. Whether or not the amounts are being contested in a court of law, do you and/or your organization owe:

Any delinquent taxes to the State of Ohio (the "State"), a state agency, or a political subdivision of the State?

☐ Yes ☒ No

Any monies to the State or a state agency for the administration or enforcement of the environmental laws of the State?

☐ Yes ☒ No

Any other monies to the State, a state agency, or a political subdivision of the State that are past due?

☐ Yes ☒ No

Are you or the applicant(s) the subject of any existing tax lien?

☐ Yes ☒ No

If you answered "yes" to any of the above, please provide details of each instance including, but not limited to, the location, amounts, and case identification numbers (if applicable). Attach additional sheets if necessary.

David Bozanich 12-16-15
 Signature Date

David Bozanich, City of Youngstown Finance Director

 Name/Applicant Name/Title

Attachment A8

Partnership Agreement between Applicant and Development Partner

REIMBURSEMENT AGREEMENT

THIS REIMBURSEMENT AGREEMENT is entered into this 26th day of June, 2009 by and between the City of Youngstown, Ohio, hereinafter "City" and Vallourec & Mannesmann Holdings Inc., hereinafter "Developer".

WITNESSETH:

WHEREAS, City has encouraged the development of property located in areas located in the City and designated as an Enterprise Zone; and

WHEREAS, Developer is considering location of a new manufacturing facility ("the Project") adjoining V&M Star's existing manufacturing facility in the City; and

WHEREAS, City is assisting Developer in the Project by acquiring and owning land for the new facility; and

WHEREAS, City has incurred and will continue to incur reasonable and customary expenses regarding the acquisition and preparation of the property for the Project; and

WHEREAS, Developer and City seek to set forth a procedure to reimburse the City for any direct expenses incurred as further outlined herein should the Project not proceed to construction and operation for any reason.

NOW THEREFORE in consideration of the promises and mutual covenants contained herein, the parties agree as follows:

Section 1 – Development Project

1.1 Developer is contemplating expansion of its manufacturing capacity in the City of Youngstown through constructing a new Melt Shop and Fine Quality Rolling Mill and related support facilities on the property located in the City and on adjoining property in Girard, Ohio

("Development Project"). City has agreed to assist Developer by acquiring various parcels of land necessary for the Development Project and entering into a long-term lease of the new property with the Developer.

1.2 Developer and City acknowledge that City will incur substantial expenses in acquiring the Property and preparing it for the long-term lease. In the event that the Development Project does not occur, the parties hereto wish to establish a method to reimburse City for its reasonable and customary costs and expenses incurred in assisting Developer in the Development Project.

Section 2 – City's Action

2.1 In consultation with Developer, City has acquired options to purchase the various properties adjoining V&M Star's manufacturing facility as set forth in Exhibit 1.1 attached hereto ("Property"). The City has incurred and will continue to incur reasonable and customary expenses by providing legal fees, title work and other related expenses in acquiring the options for properties defined in Exhibit 1.1.

2.2 City has incurred reasonable and customary legal expenses and other related costs in negotiating an agreement with the City of Girard, Ohio ("Girard") for the Development Project which is located partially in the City and partially in Girard.

2.3 City has retained bond counsel and has incurred and will continue to incur reasonable and customary related costs regarding the issuance of bonds to support the Development Project if the Developer determines to proceed with the Development Project.

2.4 City has incurred and will continue to incur reasonable and customary engineering fees and surveying costs to assist Developer in preparing the Property for the Development Project.

2.5 All the above noted costs incurred by City in §2.1-2.4 above shall be referred to as City's Incurred Expenditures.

Section 3 – Future City Actions

3.1 In consultation with Developer, City may also acquire, by the contemporaneous exchange of right of way and additional compensation, properties adjoining V&M Star's existing mill, including property owned by Norfolk Southern Corporation. In addition the City may in conjunction with this project obtain ownership of a portion of property currently owned by the State of Ohio and leased to V&M Star, an affiliate company of Developer for this project.

3.2 At the direction of Developer, City shall immediately undertake conduct of environmental tests, geologic tests, hydrologic tests and other analyses of the Property and other property acquired pursuant to Section 3.1 as may be required for submission of application for State of Ohio Clean Ohio Act funds or other similar grant funding or otherwise deemed necessary or advisable by Developer to evaluate the condition of such properties. The City at its sole option may elect to accept the Brier Hill Slag property without conducting Phase II environmental assessment or submitting an application for Clean Ohio Act funds. City also grants Developer the right to conduct such investigation on its own behalf, at its sole discretion.

3.3 At the direction of Developer, City may incur costs regarding the relocation of the Norfolk Southern Corporation railroad track line and third party fiber optic lines for the benefit of Developer or the construction of gated railroad crossings and bridge across the Norfolk Southern Corporation and Ohio Central Railroad right of way.

3.4. At the direction of Developer, City may incur other out of pocket expenses directly regarding the Development Project not otherwise specified in this agreement.

Jan. 7, 2010 11:59AM City of St. Louis 3307447400 No. 7057

3.5 All of the reasonable and customary costs incurred by City in §3.1-3.4 above shall be included in the definition of "City's Incurred Expenditures".

3.6 City's Incurred Expenditures subject to reimbursement shall not include costs attributable to a required remediation or corrective action of a preexisting environmental contamination discovered on the acquired properties.

Section 4 – Developer's Obligations

4.1 Developer agrees to coordinate with and assist City regarding its efforts in completing the Development Project. Developer's efforts shall include but not be limited to coordination of engineering and related activities required to facilitate: applications for state and federal funds; environmental and geotechnical testing and evaluation of Property; design and construction of water, sewer, public roadways and storm sewer facilities for the Development Project; and obtaining required permits for the Development Project.

Section 5 – Reimbursement

5.1 Developer and City agree that the City's Incurred Expenditures including those Incurred Expenditures that exceed the reimbursement obligation of Developer arising under this agreement shall be paid through a Tax Increment Financing Bond issue should the Development Project proceed.

5.2 The Parties shall use their best good faith efforts to negotiate and finalize a lease agreement prior to the expiration date provided herein. Said lease shall specifically provide liability protection for Developer related to preexisting conditions at or from the Property or other property acquired pursuant to Section 3.1. Said lease shall specifically provide that the City will work with Developer in good faith during the term of the lease to provide for productive use of the Property and premises including agreements that may be entered into with third parties to

perform services to the Developer. All such undertakings shall be in compliance with applicable law.

5.3 If the parties are not able to enter into a lease agreement for the Property by **March 31, 2010** or the project is otherwise cancelled by the Developer before this time, then Developer shall reimburse City up to a maximum of Five Million dollars (\$5,000,000.00) for all of City's Incurred Expenditures prior to **March 31, 2010**, including but not limited to:

a) All payments and costs required to purchase the real estate less credit for option payments and title search costs advanced by Developer prior to execution of this agreement that will be offset against the purchase price for the individual parcels as outlined below:

1. Demsey Steel/ 1300 State Road LLC:

Purchase price: \$360,000.00

Developer's option payments: \$20,000.00

Developer's title search to Hunter Stevens Land Title: \$4,825.00

Net Reimbursement to City: \$335,175.00

2. Brier Hill Slag Company:

Purchase Price: \$3,900,000.00

Developer's option payments: \$15,000.00

Net Reimbursement to City: \$3,885,000.00

3. Norfolk Southern Corporation:

Purchase price: \$340,000.00

Net Reimbursement to City: \$340,000.00

4. Shelly Sands Company:

Purchase price: \$404,800.00

Net Reimbursement to City: \$404,800.00

- b) Engineering, surveying, and other site preparation costs reasonably related and incurred on behalf of the Development Project;
- c) Costs of environmental Phase I or Phase II reports and all related testing and lab fees attributable to assessment of properties part of evaluation of the Project not otherwise reimbursed by the State of Ohio through Clean Ohio Funding or other State or Federal source;

- d) All reasonable and customary legal expenses and professional fees incurred regarding the City's efforts to support the Project;
- e) Any and all other direct Development Project expenses incurred by City as supported by appropriate documentation, invoices, receipts, etc.

It is further agreed that if the City's total Incurred Expense is projected to exceed the \$5.0 million dollar limit noted herein, that the City will notify the Developer prior to undertaking additional reimbursable expense and obtain written approval of Developer to proceed with these additional services.

5.4 It is understood by the Parties that upon completion of Phase II analysis, it may become evident that one or all parcels may require remediation of preexisting environmental pollution. In order to minimize this risk for the City and make the parcels eligible for Clean Ohio remediation funding, it is agreed that the environmental assessments undertaken by Developer at Developer's expense shall be performed using EPA established standards.

5.5 In addition, it is further agreed that the Developer shall not be required to reimburse the City or the State of Ohio for any remediation expense or costs directed to site specific remediation required upon completion of the Phase II assessment or any subsequently discovered pollutants that are determined to have been in existence prior to the date of any lease agreement entered into by the Developer and the City following the proposed Phase II remediation outlined herein for any parcel acquired for the Development Project.

5.6 City shall make demand for reimbursement of City's Incurred Expenditures and provide appropriate documentation to Developer to support those costs and expenses incurred on the earlier of the date the Development Project is cancelled by the Developer, or March 31, 2010, if a lease is not executed by Developer and City by such date. Developer shall have thirty (30) days from the date of submission of the request to reimburse the City of Youngstown.

5.7 If the Development Project is terminated and Developer shall make reimbursement in accordance with this Section 5 of all City's Incurred Expenditures, then Developer shall still be granted the option to lease the Property from the City for a term not exceeding ninety-nine (99) years at a rental of One Hundred Dollars (\$100.00) per year with the option to purchase the Property for one U.S. dollar (\$1.00) at or before the conclusion of the lease or to acquire title to any such property at this time, at its sole discretion. Developer shall be responsible for all insurance, taxes, repairs, maintenance and protection of the Property under the terms of a lease to be negotiated separately by the parties.

Section 6 – Miscellaneous

6.1 **Modification and Waiver:** No modification or waiver of any provision of this Agreement and no consent by City to any departure therefrom by Developer shall be effective unless such modification or waiver shall be in writing and signed by the Board of Control of the City and Developer, and the same shall be then effective only for the period, on the conditions and for the specific instances and purposes specified in such writing.

6.2 **Ohio Law:** This Agreement shall be construed in accordance with and governed by the laws of the State of Ohio.

6.3 **Notices:** All notices, requests, demands or other communications provided for herein shall be in writing and shall be deemed to have been given when sent by registered mail or certified mail, return receipt requested, addressed, as the case may be to:

As to City:

City of Youngstown
City Hall
26 South Phelps Street
Youngstown, Ohio 44503
Attn: Finance Director

with a copy to:

Manchester, Bennett, Powers & Ullman
The Commerce Building – Atrium Level Two
201 E. Commerce Street
Youngstown, OH 44503
Attn: Joseph M. Houser, Esq.

As to Developer:

Vallourec & Mannesmann Holdings Inc.
4424 West Sam Houston Parkway North, Suite 150
Houston, Texas 77041
Attn: Ray Langlois CFO

With a copy to:

Stefanski & Associates, LLC
5437 Mahoning Avenue, Suite 22
Youngstown, OH 44515
Attn: D. Kim Stefanski, Esq.

6.4 Assignment: Developer shall have the right at its sole option to assign its rights and obligations under this agreement to any affiliate company of Vallourec SA. Such assignment shall not serve to prejudice the right of the City to obtain reimbursement under Section 5 of this agreement from Developer.

6.5 Counterparts: This Reimbursement Agreement may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument and any of the Parties hereto may execute this Reimbursement Agreement by signing any such counterpart.

6.6 Entire Agreement: This Agreement embodies the entire agreement between City and Developer and supersedes all prior agreements and understandings relating to the subject matter hereof.

IN WITNESS WHEREOF, the Developer and City have caused this Agreement to be duly executed by their respective officers thereunto duly authorized as of the day and year first above written.

THE CITY OF YOUNGSTOWN, OHIO
By Its Board of Control

James Rodgers

ABSENT

Jay Williams, Mayor

Iris T. Gugliucello
Iris T. Gugliucello, Esq., Law Director

David Bozanich
David Bozanich, Finance Director

APPROVED AS TO FORM:

Iris T. Gugliucello
Iris T. Gugliucello, Esq., Law Director

The H. Moat
John H. Moat

Vallourec & Mannesmann Holdings Inc.

By: [Signature]

Its: Secretary

763
6/26/09

Attachment A9

Legal Description, Location Map, Property Features and Plat Maps

NFA AREA DESCRIPTION

Situated in the City of Girard, County of Trumbull, and State of Ohio, and known as being the lands conveyed to the City of Youngstown by Instrument Number 200908110015721 of the Trumbull County Records, said tract of land being more fully described as follows:

BEGINNING at an iron pin found on the westerly existing right of way line of State Street (U.S. 422, 80' Wide) at the northeasterly corner of Outlot 100;

Thence S51°30'44"E along the westerly existing right of way line of State Street and the easterly line of Outlot 100, 101, and 102, for a distance of 652.07 feet to a point;

Thence continuing along the westerly existing right of way line of State Street and the easterly line of Outlot 102 by the arc of a curve to the right having a radius of 1100.17 feet, a central angle of 09°45'18", a chord bearing of S46°38'05"E, and a chord length of 187.08 feet, for an arc distance of 187.31 feet to a point, said point being the northeasterly corner of a tract of land conveyed to the City of Youngstown by Instrument Number 200909040017388;

Thence S64°37'43"W, leaving the westerly existing right of way line of State Street and the easterly line of Outlot 102, and proceed through said Outlot 102, for a distance of 711.74 feet to a point;

Thence S06°06'22"E and continuing through said Outlot 102, and crossing through Outlot 104, for a distance of 346.52 feet to a point;

Thence S51°31'13"W and continuing through said Outlot 104, for a distance of 11.21 feet to a point on the northeasterly line of the Warren & Trumbull Railroad Company who claims title by instrument of record in O.R. Volume 1082 at Page 932 of the Official Records of Trumbull County;

Thence N36°20'44"W along the northeasterly line of said Warren & Trumbull Railroad Company, and along the westerly line of Outlot 104, 102, 101, and 100, for a distance of 1108.76 feet to a pipe found, said pipe being the northwesterly corner of said Outlot 100 and the southwesterly corner of Outlot 99;

Thence N64°33'16" E along the northerly line of Outlot 100 and the southerly line of Outlot 99, for a distance of 692.93 feet to the **PLACE OF BEGINNING**, and containing 14.777 acres of land, more or less, and being 6.500 acres of land more or less in Outlot 100, 3.982 acres of land, more or less in Outlot 101, 3.626 acres of land, more or less in Outlot 102, and 0.669 acres of land, more or less in Outlot 104.

'NORTH' for the above descriptions is based on the Ohio State Plane Co-Ordinate System, North Zone NAD83.

The above description was prepared by Richard John Swan, Registered Professional Surveyor No. 6574 in June, 2014, and is based on a survey made by **ms consultants, inc.** in January 2009.

The above tract of land is comprised of original Trumbull County Parcel Numbers 14-124920, 14-124921, and 14-124922.

Richard John Swan
6/3/14






Figure 1
Joseph Demsey Steel Company
Property
Regional Location Map

TABLE 1
Joseph Demsey Steel Company
Latitude and Longitude of Property Boundary

Point	Northing	Easting	Latitude	Longitude
1	541582.79	2466026.31	N41°08'20.64"	W80°41'36.77"
2	541880.51	2466652.02	N41°08'23.45"	W80°41'28.52"
3	541474.69	2467162.42	N41°08'19.34"	W80°41'21.96"
4	541346.23	2467298.43	N41°08'18.04"	W80°41'20.21"
5	541041.26	2466655.34	N41°08'15.16"	W80°41'28.70"
6	540696.71	2466692.20'	N41°08'11.75"	W80°41'28.31"
7	540689.73	2466683.42	N41°08'11.68"	W80°41'28.43"

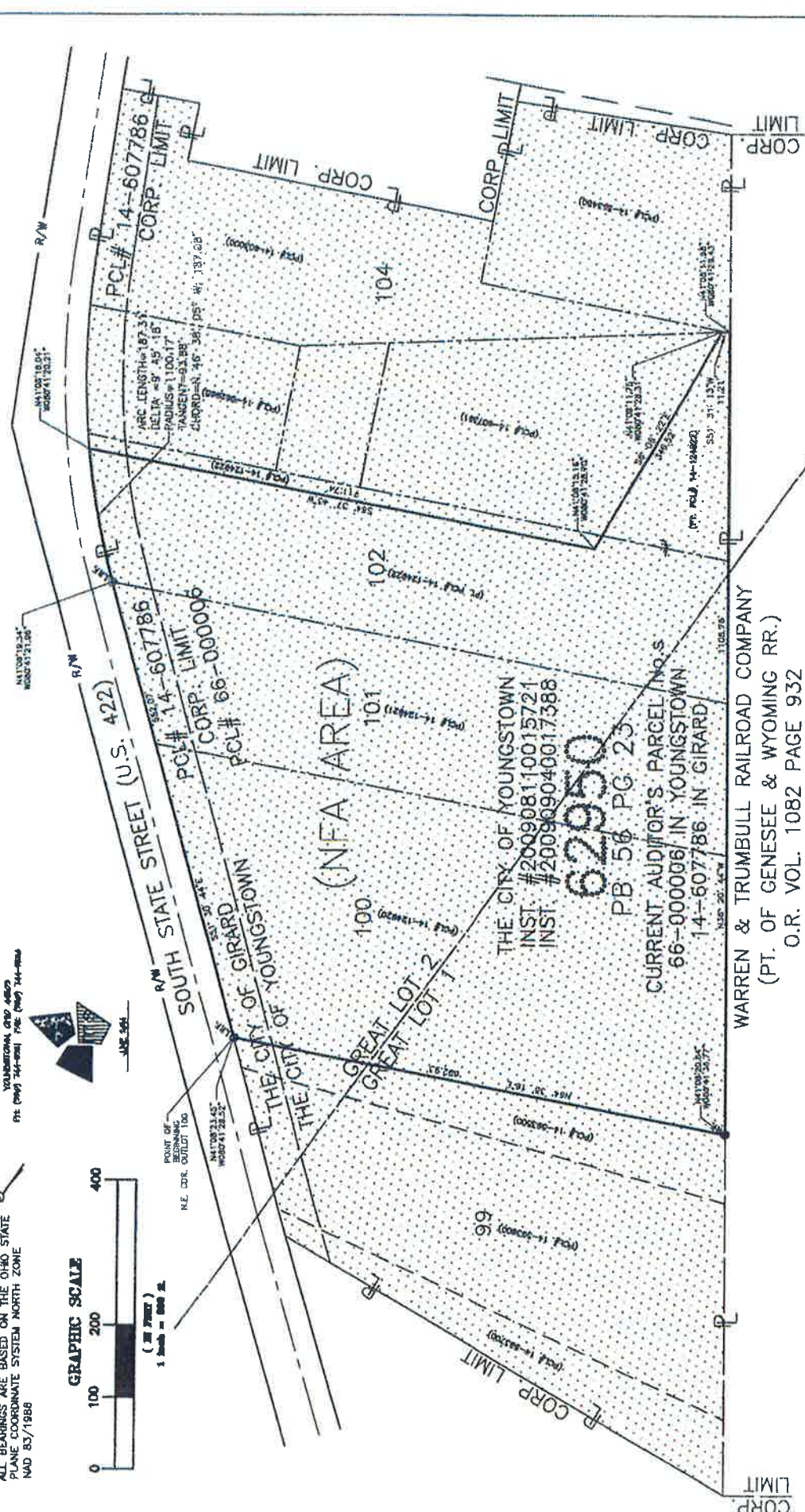

 RICHARD JOHN SWAN
 REGISTERED PROFESSIONAL SURVEYOR No. 65574
 DATE 6/3/14

ms consultants, inc.
 ENGINEERING, SURVEYING & PLANNING
 100 EAST FIFTH STREET
 YOUNGSTOWN, OHIO 44609
 PH (216) 344-0001 FAX (216) 344-0002



GRAPHIC SCALE
 0 100 200 400
 1 inch = 400 feet
 (1:40,000)

PROVIDED BY
 BASIS FOR BEARINGS:
 ALL BEARINGS ARE BASED ON THE OHIO STATE
 PLANE COORDINATE SYSTEM NORTH ZONE
 NAD 83/1986



CURRENT CITY LOT NO. 62950 SHOWING FORMER
 AUDITOR'S PARCEL NO.S OF NFA AREA KNOWN
 AS FORMER JOSEPH DEMPSEY STEEL COMPANY



(PCL# 14-607391) ORIGINAL AUDITOR'S PARCEL NUMBER
 NFA BOUNDARY LIMIT (14.777 AC.)
 0.964 AC. IN CURRENT PCL# 14-607786
 13.813 AC. IN CURRENT PCL# 66-000006
 PROPERTY LIMITS FOR LOT 62950 (29.512 AC.)
 1.679 AC. IN CURRENT PCL# 14-607786
 27.833 AC. IN CURRENT PCL# 66-000006

Richard J. Swan
 RICHARD JOHN SWAN
 REGISTERED PROFESSIONAL SURVEYOR No. 6574
 DATE 6/3/14



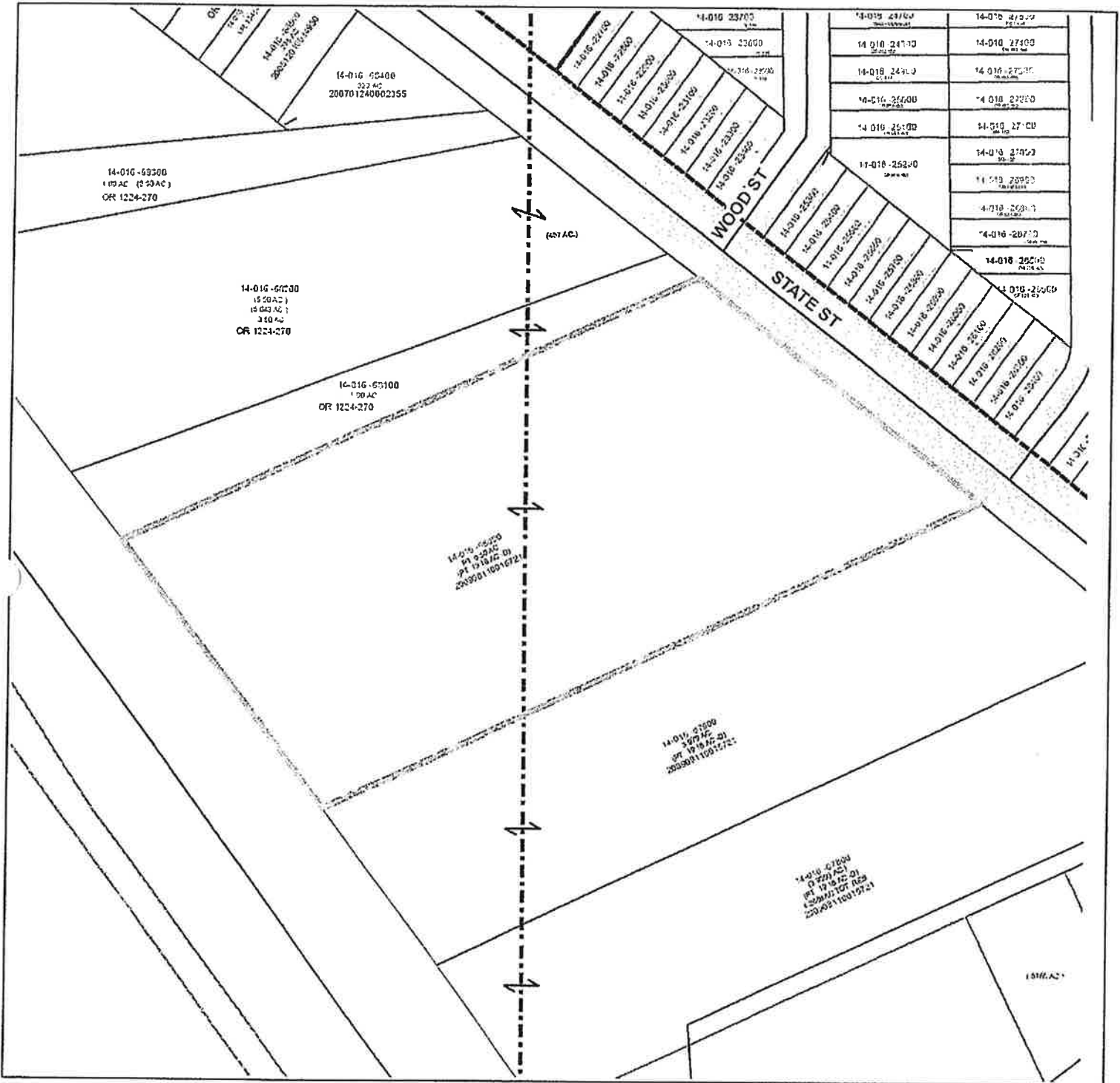
Trumbull County Auditor
160 High Street NW
Warren, Ohio 44481



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Subject Property

Dist/Map/Route:	14016 68000
Parcel ID:	14-124920
Owner Name:	THE CITY OF YOUNGSTOWN
Location:	1300 STATE
Mailing Name:	THE CITY OF YOUNGSTOWN
Mailing Address:	26 S PHELPS ST , YOUNGSTOWN OH 44503
Legal:	1&2 100 6.50A W FEDERAL ST
Acres:	6.5
Year Built:	N/A
Taxing District:	Girard City-Girard CSD
Property Type:	Commercial
Land Use:	MEDIUM MANUFACTURING

No Residential Overview Found**No Commercial Details Found****Improvement Details**

Code	Imprv. Desc.	Year Built	Dimensions	Sq. Feet	Condition	Repl. Cost
51	COM/IND		0 X 0	000000		0000039300

Land Details

Code:	Effective Frontage:	Front Depth:	Rear Depth:	Depth Factor:	Unit Rate:	Adjustment Rate:	Base Value:	Adjustment Value:
A1	000	000	000	0	15000	050	00052500	00026250
A4	000	000	000	0	15000	050	00045000	00022500

Residential Details

Sq. Feet:	N/A	Condition:	N/A	Stories:	N/A
Exterior Walls:	N/A	Rooms:	N/A	Bedrooms:	N/A
Family Room:	N/A	Full Baths:	N/A	Fixtures:	N/A
Basement:	N/A	Bsmnt Area:	N/A	Rec. Room Area:	N/A
Heating:	N/A	Half Baths:	N/A	Cooling:	N/A
Attic:	N/A	Fireplaces:	N/A	Fireplace Stacks:	N/A
Water:	YES	Well:	NO	Sewer:	YES
				Septic:	NO

Value Details

	Appraised	Assessed(35%)
Improvement Value:	\$39,300.00	\$13,760.00
Land Value:	\$48,800.00	\$17,080.00
Total Value:	\$88,100.00	\$30,840.00
CAUV Value:	\$0.00	\$0.00

No Sales Details Found**Current Year Tax Details**

	Prior Delq.	First Half	Second Half	Total
Gross Property Taxes:	\$1,134.80	\$1,247.48	\$1,247.48	\$3,629.76
Tax Reduction:		\$282.22	\$282.22	\$564.44
Sub Total:	\$1,134.80	\$965.26	\$965.26	\$0.00

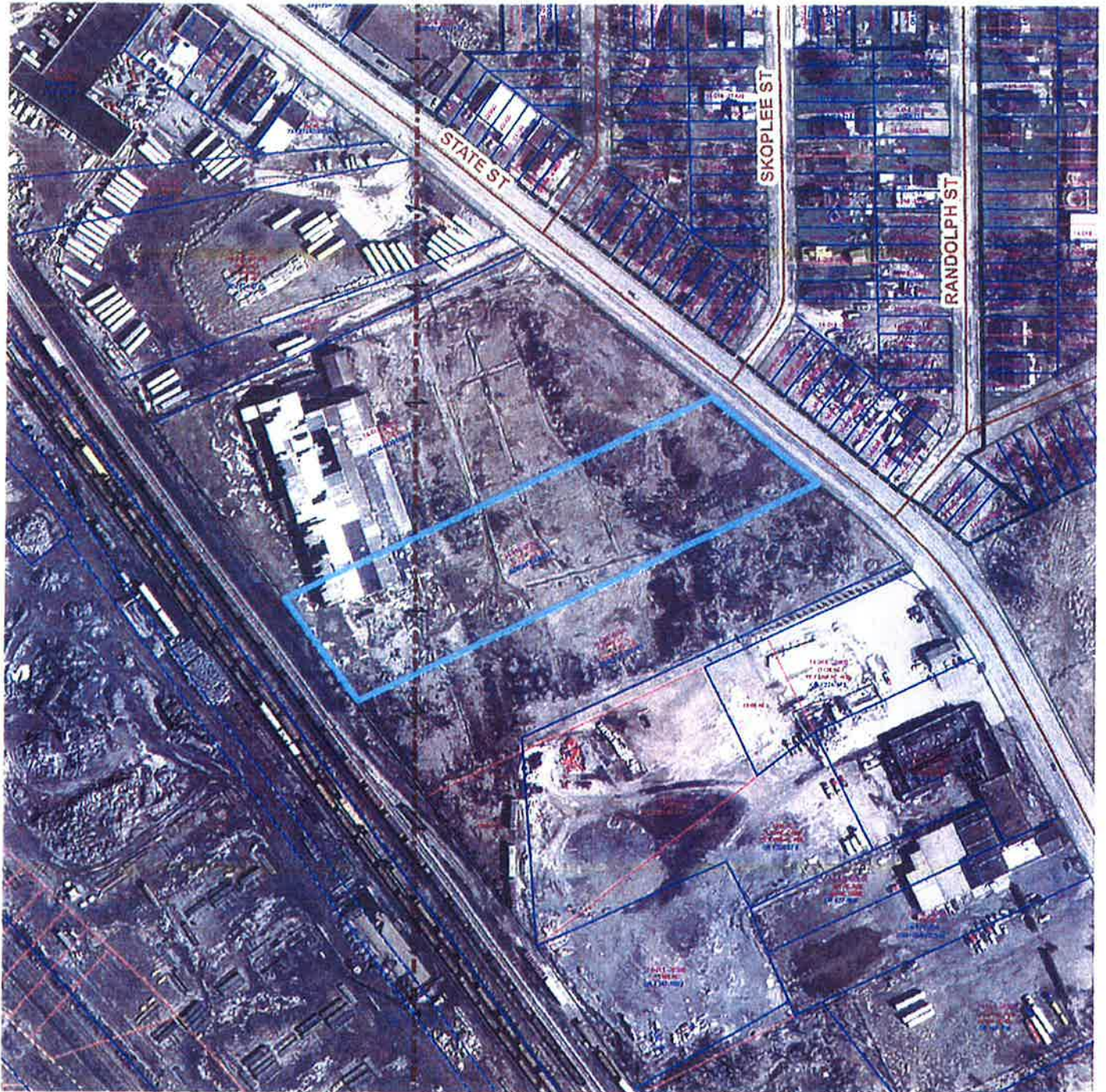
10% Rollback:		\$0.00	\$0.00	\$0.00
2 1/2% Homesite Rollback:		\$0.00	\$0.00	\$0.00
Homestead Reduction:		\$0.00	\$0.00	\$0.00
Interest/Penalty:	\$0.00	\$96.53	\$0.00	\$96.53
Net Taxes Charged:	\$1,134.80	\$1,061.79	\$965.26	\$3,161.85
Net Taxes Paid:	(\$1,134.80)	(\$1,061.79)	(\$965.26)	(\$3,161.85)
Net Taxes Owed:	\$0.00	\$0.00	\$0.00	\$0.00
Special Assessment Charged:	\$0.00	\$0.00	\$0.00	\$0.00
Special Assessment Paid:	\$0.00	\$0.00	\$0.00	\$0.00
Special Assessment Owed:	\$0.00	\$0.00	\$0.00	\$0.00
Total Amount Charged:	\$1,134.80	\$1,061.79	\$965.26	\$3,161.85
Total Amount Paid:	(\$1,134.80)	(\$1,061.79)	(\$965.26)	(\$3,161.85)
Total Amount Owed:	\$0.00	\$0.00	\$0.00	\$0.00

Payment Information for current and prior year

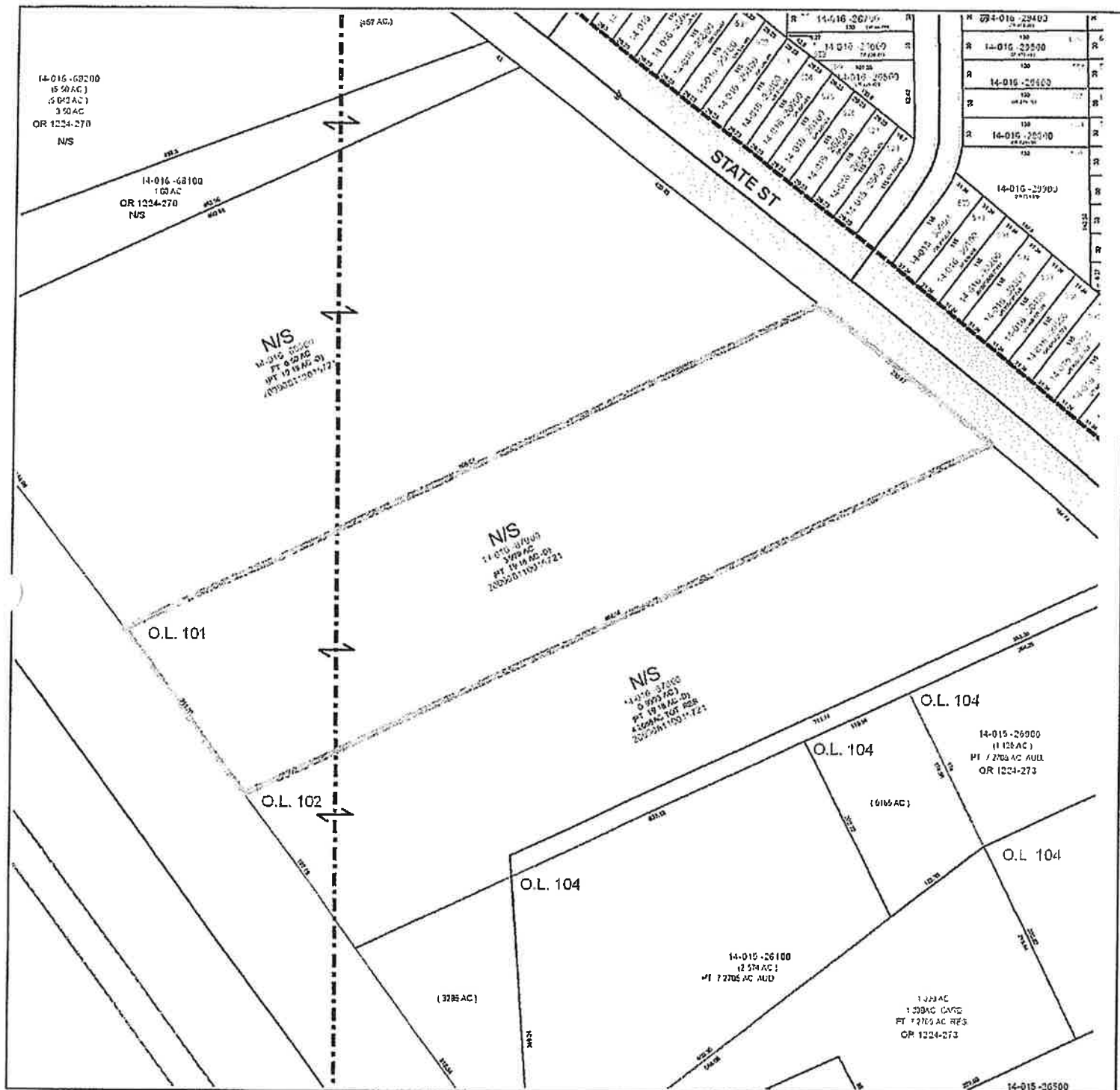
Date	Half	Project No.	Description	Prior	A-Charge	B-Charge	Surplus
9/24/2008	2-08			\$1,134.80	\$0.00	\$0.00	\$0.00
8/11/2009	2-09			\$0.00	\$1,061.79	\$965.26	\$0.00



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160 High Street NW
Warren, Ohio 44481



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Subject Property

Dist/Map/Route:	14016 67900
Parcel ID:	14-124921
Owner Name:	THE CITY OF YOUNGSTOWN
Location:	STATE
Mailing Name:	THE CITY OF YOUNGSTOWN
Mailing Address:	26 S PHELPS ST , YOUNGSTOWN OH 44503
Legal:	1&2 101 3.979A W FEDERAL ST
Acres:	3.98
Year Built:	N/A
Taxing District:	Girard City-Girard CSD
Property Type:	Commercial
Land Use:	MEDIUM MANUFACTURING

No Residential Overview Found**No Commercial Details Found****No Improvement Details Found****Land Details**

Code:	Effective Frontage:	Front Depth:	Rear Depth:	Depth Factor:	Unit Rate:	Adjustment Rate:	Base Value:	Adjustment Value:
A4	000	000	000	0	15000	050	00059700	00029850

Residential Details

Sq. Feet:	N/A	Condition:	N/A	Stories:	N/A
Exterior Walls:	N/A	Rooms:	N/A	Bedrooms:	N/A
Family Room:	N/A	Full Baths:	N/A	Fixtures:	N/A
Basement:	N/A	Bsmnt Area:	N/A	Rec. Room Area:	N/A
Heating:	N/A	Half Baths:	N/A	Cooling:	N/A
Attic:	N/A	Fireplaces:	N/A	Fireplace Stacks:	N/A
Water:	YES	Well:	NO	Sewer:	YES
				Septic:	NO

Value Details

	Appraised	Assessed(35%)
Improvement Value:	\$0.00	\$0.00
Land Value:	\$29,900.00	\$10,470.00
Total Value:	\$29,900.00	\$10,470.00
CAUV Value:	\$0.00	\$0.00

No Sales Details Found**Current Year Tax Details**

	Prior Delq.	First Half	Second Half	Total
Gross Property Taxes:	\$385.26	\$423.51	\$423.51	\$1,232.28
Tax Reduction:		\$95.81	\$95.81	\$191.62
Sub Total:	\$385.26	\$327.70	\$327.70	\$0.00
10% Rollback:		\$0.00	\$0.00	\$0.00
1 1/2% Homesite Rollback:		\$0.00	\$0.00	\$0.00
Homestead Reduction:		\$0.00	\$0.00	\$0.00

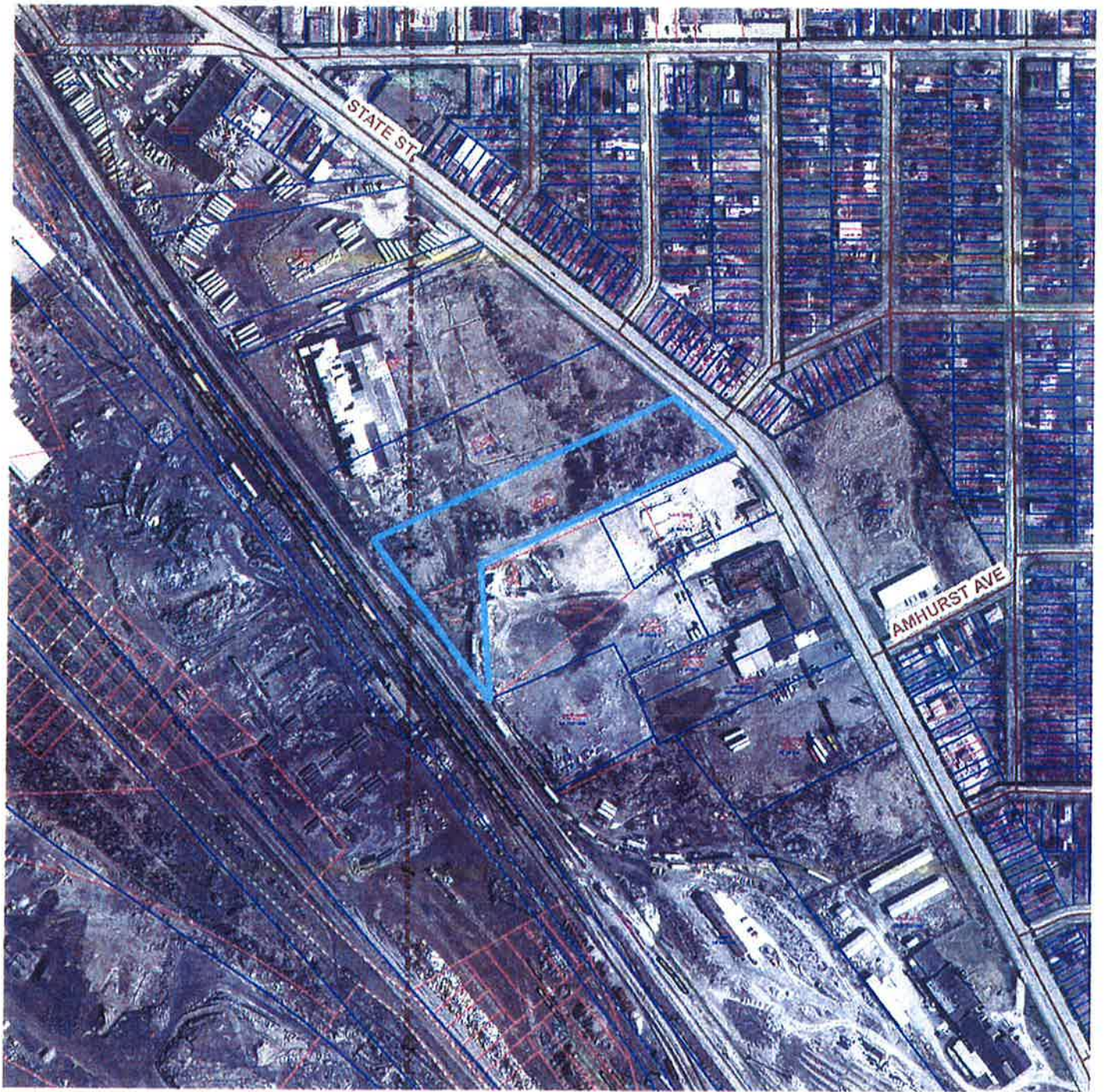
Interest/Penalty:	\$0.00	\$32.77	\$0.00	\$32.77
Net Taxes Charged:	\$385.26	\$360.47	\$327.70	\$1,073.43
Net Taxes Paid:	(\$385.26)	(\$360.47)	(\$327.70)	(\$1,073.43)
Net Taxes Owed:	\$0.00	\$0.00	\$0.00	\$0.00
Special Assessment Charged:	\$0.00	\$0.00	\$0.00	\$0.00
Special Assessment Paid:	\$0.00	\$0.00	\$0.00	\$0.00
Special Assessment Owed:	\$0.00	\$0.00	\$0.00	\$0.00
Total Amount Charged:	\$385.26	\$360.47	\$327.70	\$1,073.43
Total Amount Paid:	(\$385.26)	(\$360.47)	(\$327.70)	(\$1,073.43)
Total Amount Owed:	\$0.00	\$0.00	\$0.00	\$0.00

Payment Information for current and prior year

Date	Half	Project No.	Description	Prior	A-Charge	B-Charge	Surplus
9/24/2008	2-08			\$385.26	\$0.00	\$0.00	\$0.00
8/11/2009	2-09			\$0.00	\$360.47	\$327.70	\$0.00



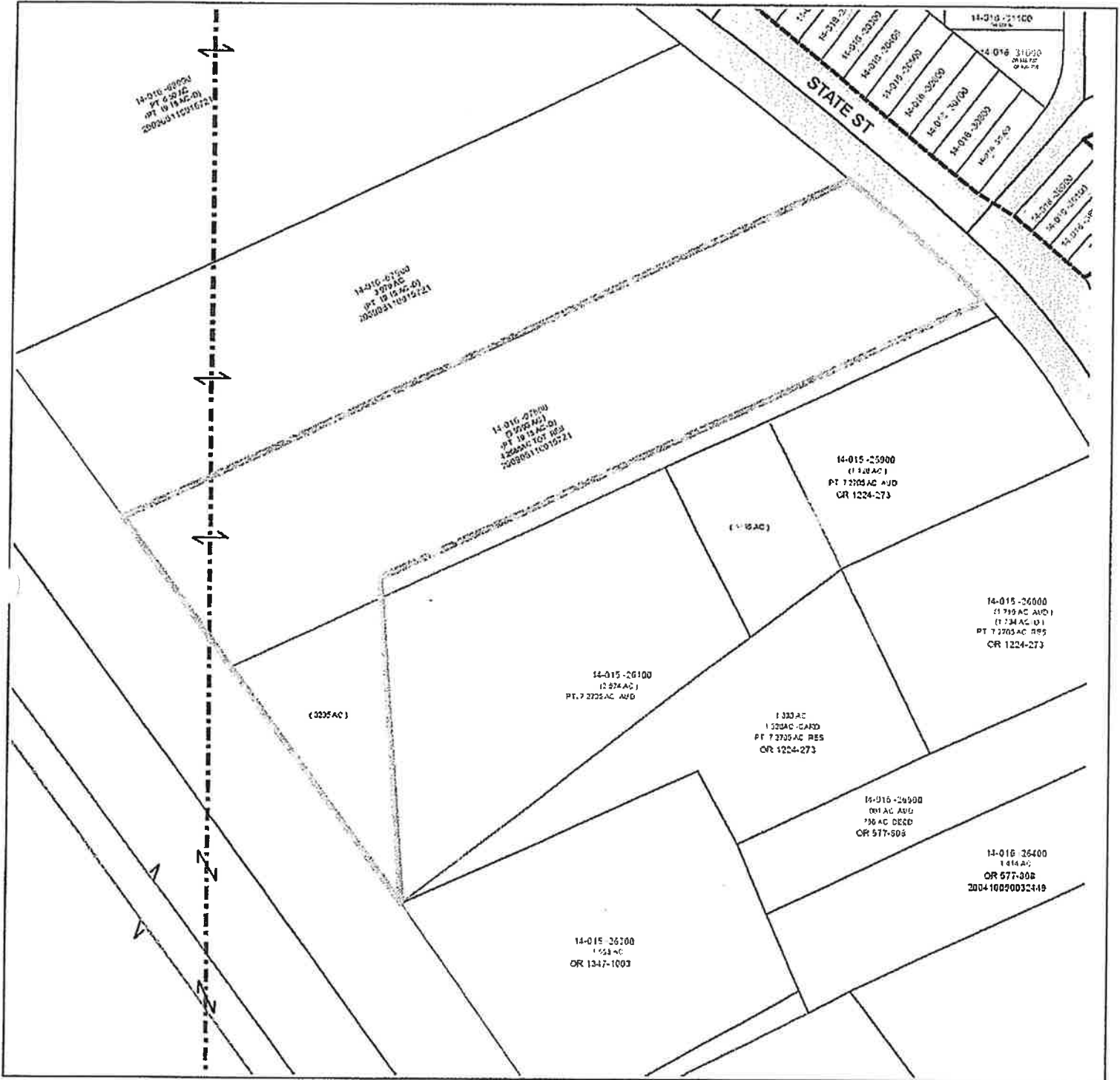
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Subject Property

Dist/Map/Route:	14016 67800
Parcel ID:	14-124922
Owner Name:	THE CITY OF YOUNGSTOWN
Location:	0 STATE
Mailing Name:	THE CITY OF YOUNGSTOWN
Mailing Address:	26 S PHELPS ST , YOUNGSTOWN OH 44503
Legal:	1&2 102&104 4.2688A W FEDERAL ST PT
Acres:	4.27
Year Built:	N/A
Taxing District:	Girard City-Girard CSD
Property Type:	Commercial
Land Use:	MEDIUM MANUFACTURING

No Residential Overview Found**No Commercial Details Found****No Improvement Details Found****Land Details**

Code:	Effective Frontage:	Front Depth:	Rear Depth:	Depth Factor:	Unit Rate:	Adjustment Rate:	Base Value:	Adjustment Value:
A4	000	000	000	0	15000	050	00064050	00032030

Residential Details

Sq. Feet:	N/A	Condition:	N/A	Stories:	N/A
Exterior Walls:	N/A	Rooms:	N/A	Bedrooms:	N/A
Family Room:	N/A	Full Baths:	N/A	Fixtures:	N/A
Basement:	N/A	Bsmnt Area:	N/A	Rec. Room Area:	N/A
Heating:	N/A	Half Baths:	N/A	Cooling:	N/A
Attic:	N/A	Fireplaces:	N/A	Fireplace Stacks:	N/A
Water:	YES	Well:	NO	Sewer:	YES
				Septic:	NO

Value Details

	Appraised	Assessed(35%)
Improvement Value:	\$0.00	\$0.00
Land Value:	\$32,000.00	\$11,200.00
Total Value:	\$32,000.00	\$11,200.00
CAUV Value:	\$0.00	\$0.00

No Sales Details Found**Current Year Tax Details**

	Prior Delq.	First Half	Second Half	Total
Gross Property Taxes:	\$412.13	\$453.04	\$453.04	\$1,318.21
Tax Reduction:		\$102.49	\$102.49	\$204.98
Sub Total:	\$412.13	\$350.55	\$350.55	\$0.00
10% Rollback:		\$0.00	\$0.00	\$0.00
2 1/2% Homesite Rollback:		\$0.00	\$0.00	\$0.00
Homestead Reduction:		\$0.00	\$0.00	\$0.00

Interest/Penalty:	\$0.00	\$35.06	\$0.00	\$35.06
Net Taxes Charged:	\$412.13	\$385.61	\$350.55	\$1,148.29
Net Taxes Paid:	(\$412.13)	(\$385.61)	(\$350.55)	(\$1,148.29)
Net Taxes Owed:	\$0.00	\$0.00	\$0.00	\$0.00
Special Assessment Charged:	\$0.00	\$0.00	\$0.00	\$0.00
Special Assessment Paid:	\$0.00	\$0.00	\$0.00	\$0.00
Special Assessment Owed:	\$0.00	\$0.00	\$0.00	\$0.00
Total Amount Charged:	\$412.13	\$385.61	\$350.55	\$1,148.29
Total Amount Paid:	(\$412.13)	(\$385.61)	(\$350.55)	(\$1,148.29)
Total Amount Owed:	\$0.00	\$0.00	\$0.00	\$0.00

Payment Information for current and prior year

Date	Half	Project No.	Description	Prior	A-Charge	B-Charge	Surplus
9/24/2008	2-08			\$412.13	\$0.00	\$0.00	\$0.00
8/11/2009	2-09			\$0.00	\$385.61	\$350.55	\$0.00

TABLE 3

DOCUMENTED OWNERSHIP OF THE PROPERTY

**Former Joseph Demsey Steel Property
Youngstown, Trumbull County, Ohio**

Property Description	Land Use	Date/Reference	Ownership
Former Joseph Demsey Steel Property (Currently part of Trumbull County Parcel 66-000006, formerly Trumbull County Parcels 14-124920, 14-124921, 14-124922)			
Land including the Property	Agricultural/Vacant	Atlas Map	David & George Tod
Land including the Property	Commercial/ Industrial	Deed Volume 174 Page 250 Recorded: June 27, 1900	David & George Tod to Ohio Oil Cloth Co.
Land including the Property	Commercial/ Industrial	Deed Volume 176 Page 389 Recorded: July 9, 1901	Ohio Oil Cloth Co. to Thomas Robinson
Land including the Property	Commercial/ Industrial	Deed Volume 176 Page 484 Recorded: December 20, 1901	Thomas Robinson to Standard Oil Cloth Co.
Land including the Property	Commercial/ Industrial	Deed Volume 1 * Page 43 Recorded: March 24, 1921	Standard Oil Cloth Co. to Standard Textile Products Co.
Land including the Property	Commercial/ Industrial	Deed Volume 408 Page 6, 172 Recorded: March 31, 1939	Standard Textile Products Co. to Cliftex Corporation
Land Including the Property	Commercial/ Industrial	Deed Volume 413 Page 395 Recorded: March 31, 1939	Cliftex Corporation to Morgar Company
Land Including the Property	Commercial/ Industrial	Deed Volume 496 Page 185, 188 Recorded: February 11, 1949	Morgar Company to Elder/Unger, et.al.
Land Including the Property	Commercial/ Industrial	Deed Volume 496 Page 316 Recorded: May 6, 1949	Elder/Unger, et.al. to Elgar Company
Land Including the Property	Commercial/ Industrial	Deed Volume 465 Page 69 Recorded: May 10, 1945	Elgar Company to General Pacific Company

TABLE 3

DOCUMENTED OWNERSHIP OF THE PROPERTY

**Former Joseph Demsey Steel Property
Youngstown, Trumbull County, Ohio**

Property Description	Land Use	Date/Reference	Ownership
Former Joseph Demsey Steel Property (Currently part of Trumbull County Parcel 66-000006, formerly Trumbull County Parcels 14-124920, 14-124921, 14-124922)			
Land Including the Property	Commercial/ Industrial	Deed Volume 746 Page 651 Recorded: November 4, 1959	Elgar Company to General Pacific Company
Land Including the Property	Commercial/ Industrial	Deed Volume 756 Page 28 Recorded: January 1, 1960	General Pacific Company to Hill Hubbell Company
Land Including the Property	Commercial/ Industrial	Deed Volume 864 Page 883 Recorded: June 30, 1967	Hill Hubbell Company to Midland-Ross Corporation
Land Including the Property	Commercial/ Industrial	Deed OR Volume 864 Page 857 Recorded: June 30, 1969	Midland-Ross Corporation to General Steel Industries
Land Including the Property	Commercial/ Industrial	Deed Volume 948 Page 748 Recorded: July 7, 1972	General Steel Industries to Joseph Demsey
Land Including the Property	Commercial/ Industrial	Deed OR Volume 1008 Page 700 Recorded: April 10, 1996	Joseph Demsey to Renee Demsey
Land Including the Property	Commercial/ Industrial	Deed Instrument 200712180032496 Recorded: December 18, 2007	Renee Demsey to 1300 State Road LLC
8.874 Acre Portion of Parcel 66-000006	Commercial/ Industrial	Deed Instrument #200908110015721 Recorded: August 11, 2009	1300 State Road LLC to City of Youngstown

Note: The sources for this information include the Trumbull County Recorder/Auditor records, historical maps, and a title search by Hunter-Stevens Land Title Agency, LTD. This table is for reference use and is not a legally binding document.

CHAIN OF TITLE REQUEST - 1300 State Road, LLC -
Current title Holder: The City of Youngstown, Instrument No. 200908110015721, 8/11/2009

↕
1300 State Road LLC, an Ohio Limited Liability Company
Instrument No. 200712180032496 12/18/07
↕

Renee Demsey
OR Volume 1008, Page 700 4/10/1996
↕

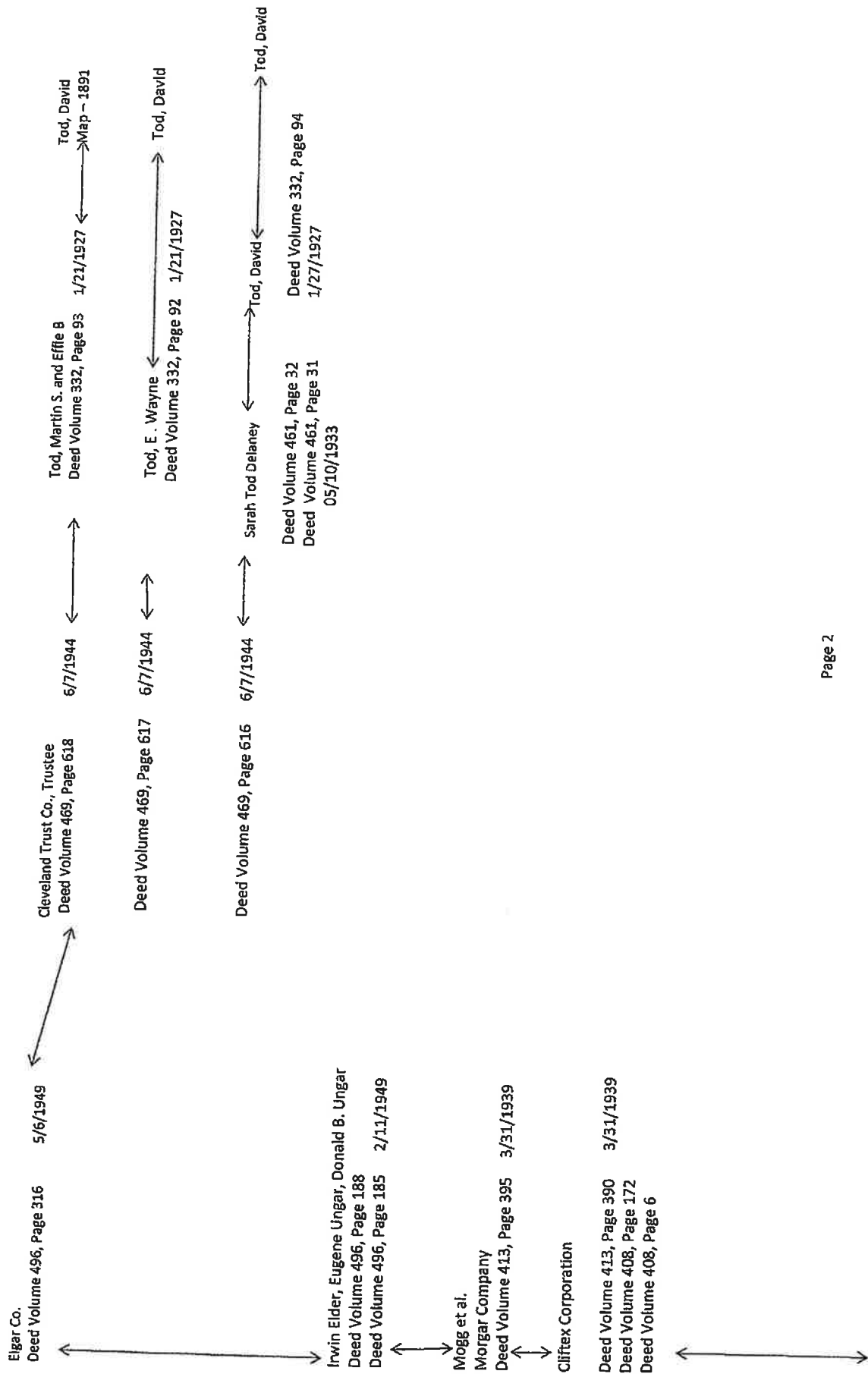
Joseph Demsey
Volume 948, Page 748 7/7/1972
↕

General Steel Industries
Volume 864, Page 857 6/30/1969
↕

Midland-Ross Corporation
OR Deed Volume 864, Page 883 6/30/1967
↕

Hill Hubbell Co.
Deed Volume 756, Page 28 1/1/1960
↕

General Pacific Corp.
Deed Volume 746, Page 651 11/4/1959
Deed Volume 465, Page 69 05/10/1945
↕



Standard Textile Products Co.
Deed Volume 1, Page 43 3/24/1921

↕

Standard Oil Cloth Co. NJ
Volume 176, Page 484 12/20/1901

↕

Thomas Robinson
Volume 176, Page 389 7/9/1901

↕

Ohio Oil Cloth Co.
Volume 174, Page 250 6/27/1900

↕

David Tod
George Tod

Chain of Title Completed by:
Hunter-Stevens Land Title Agency, Ltd.
6715 Tippecanoe Road, Bldg. D-201
Canfield, OH 44406

MAP DEPT. NOTE;
NEXT TRANSFER
WILL REQUIRE SURVEY
ALL PARCELS

Instr: 200908110015721 08/11/2009
Page 1 of 6 F: 390.00 1:44PM
Diana Marchese T20090813840
Trumbull County Recorder BX(49) HUN

TRUMBULL COUNTY

REAL PROPERTY TRANSFER TAX
TRANSFERRED AND PAID

AUG 04 2009

AUG 11 2009

GIS/TAX MAP DEPT

1.50 In the Amount Of \$1.50
Adrian S. Biviano, Trumbull County Auditor

LIMITED WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS THAT: 1300 STATE ROAD LLC, an Ohio limited liability company, whose address is 116 Fenwood Road, Chagrin Falls, Ohio 44022, the *Grantor*, claiming title by or through instrument recorded as Instrument No. 200712180032496, Trumbull County Recorder's Office, for valuable consideration thereunto given, and for the sum of Ten Dollars (\$10.00) received to its full satisfaction of THE CITY OF YOUNGSTOWN, whose address is 26 S. Phelps Street, Youngstown, Ohio 44503, the *Grantee*, does:

GIVE, GRANT, BARGAIN, SELL AND CONVEY unto said Grantee, its successors and assigns, with limited warranty covenants, the real property situated in the City of Girard, County of Trumbull, and State of Ohio, and more particularly described on Exhibit A attached hereto, consisting of two (2) pages, and incorporated herein by reference (also known by Permanent Parcel Nos. 14-124920, 14-124921 and 14-124922), free and clear of any and all liens, charges, encumbrances, clouds, defects, and other exceptions to title, except zoning ordinances, legal highways, reservations, restrictions, limitations, easements and other conditions of record, and taxes and assessments, both general and special, which are a lien but not yet due and payable, and including, without limitation, those listed on Exhibit B attached hereto, consisting of two (2) pages, incorporated herein by reference. And that with the exceptions hereinbefore set forth, Grantor will warrant and defend the premises, with the appurtenances thereunto belonging, unto the said Grantee and its successors and assigns forever, against all lawful claims and demands by persons claiming by, through or under the Grantor and against none other.

TO HAVE AND TO HOLD the above premises, with the appurtenances thereunto belonging, unto the said Grantee, and its separate successors and assigns forever.

* * * * *

[Remainder of this page intentionally left blank]

Instr: 200908110015721 08/11/2009
P: 2 of 6 F: \$83.00 1:44PM
Diana Marchese T20090813840
Trumbull County Recorder BX(49) HUN

IN WITNESS WHEREOF, the Grantor has hereunto set its hand the 30th day
of July, 2009.

GRANTOR:
1300 State Road LLC, an Ohio limited
liability company

By: Brett Muckle
Printed Name: Brett Muckle
Title: Manager

STATE OF OHIO :
: ss
Ashtabula COUNTY :

Before me a Notary Public in and for said State and County, personally
appeared the above named 1300 State Road LLC, by Brett Muckle, its Manager, who
acknowledged that he did sign the foregoing instrument for and on behalf of said 1300
State Road LLC, and that the same is the free act and deed of said 1300 State Road
LLC and the free act and deed of him as such Manager.

IN TESTIMONY WHEREOF, I have hereunder set my hand and affixed my
official seal this 30th day of July, 2009.



PATRICIA A. SHELLS
Notary Public, State of Ohio
My Commission Exp. Nov. 1, 2009

Patricia A. Shells
Notary Public

My commission expires: 11/1/2009

Prepared by:
Christopher S. W. Blake, Esq.
Hahn Loeser & Parks LLP
200 Public Square, Suite 2800
Cleveland, OH 44114
(216) 274-2552

Instr. 200908170015721 08/11/2009
3:3 of 6 F:\$86.00 1:44PM
Diana Marchese T2090013840
Trumbull County Recorder BX(49) HUN

EXHIBIT A

Situated in the City of Girard, County of Trumbull, State of Ohio, described as follows:

SITUATED IN THE CITY OF GIRARD, COUNTY OF TRUMBULL AND STATE OF OHIO: AND KNOWN AS BEING PARTLY IN SECTION 1 AND 2 OF THE ORIGINAL SURVEY OF LIBERTY TOWNSHIP AND FURTHER KNOWN AS BEING OUT LOTS 100, 101, 102 AND PART OF OUT LOT NO. 104 IN THE CITY OF GIRARD, TRUMBULL COUNTY, OHIO, BEING MORE FULLY BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT AN IRON PIN IN THE SOUTHWESTERLY LINE OF SOUTH STATE STREET, SAID POINT BEING ALSO AT THE NORTHEASTERLY CORNER OF OUT LOT NO. 100, AND IS ALSO THE NORTHEASTERLY CORNER OF PARCEL NO. 3, SHOWN IN A DEED OF LANDS OF HILL HUBBELL COMPANY, AN OHIO CORPORATION, AS SHOWN AND RECORDED IN TRUMBULL COUNTY RECORDS OF DEEDS VOLUME 756, PAGE 28; THENCE S. 47° 26' 50" E ALONG THE SOUTHWESTERLY LINE OF SAID SOUTH STATE STREET, A DISTANCE OF 651.70 FEET TO AN IRON PIN; THENCE SOUTHEASTWARDLY BY A CURVE TO THE RIGHT HAVING A RADIUS OF 1,100.17 FEET ALONG THE SOUTHWESTERLY LINE OF SAID SOUTH STATE STREET ON A CHORD WHICH BEARS S. 41° 53' 50" E, A DISTANCE OF 207.78 FEET TO AN IRON PIN; THENCE S. 68° 35' W. A DISTANCE OF 264.25 FEET TO AN IRON PIN; THENCE S. 21° 25' E A DISTANCE OF 394.82 FEET TO AN IRON PIN; THENCE S. 68° 35' W., A DISTANCE OF 227.93 FEET TO AN IRON PIN; THENCE N. 21° 25' W. A DISTANCE OF 86.33 FEET TO AN IRON PIN; THENCE S. 68° 35' W., A DISTANCE OF 349.82 FEET TO AN IRON PIN IN THE NORTHEASTERLY RIGHT OF WAY LINE OF THE ERIE RAILROAD COMPANY (THE CLEVELAND AND MAHONING RAILWAY COMPANY); THENCE N. 32° 20' 30" W. ALONG THE NORTHEASTERLY RIGHT OF WAY LINE OF SAID ERIE RAILROAD COMPANY, A DISTANCE OF 1,108.66 FEET TO AN IRON PIN IN THE SOUTHWESTERLY CORNER OF SAID OUT LOT NO. 100; THENCE N. 68° 36' E ALONG THE NORTHERLY LINE OF SAID OUT LOT NO. 100, A DISTANCE OF 692.93 FEET TO THE PLACE OR BEGINNING, AND CONTAINING WITHIN SAID BOUNDS 19.18 ACRES OF LAND, ACCORDING TO A SURVEY OF JOHN P. SALAK, SURVEYOR, DATED JUNE 23, 1967.

EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PREMISES.

SITUATED IN THE CITY OF GIRARD, COUNTY OF TRUMBULL AND STATE OF OHIO: BEING KNOWN AS PART OF OUT LOT # 104 IN THE LATEST OF NUMERATION OF LOTS IN SAID CITY OF GIRARD AND BEING MORE FULLY BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT AN IRON PIN FOUND AT THE EASTERLY MOST CORNER OF OUT LOT # 102 (SAID PIN ALSO BEING ON THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF FEDERAL STREET); THENCE S. 68° 36' W. AND ALONG SOUTHEASTERLY LINE OF SAID OUT LOT # 102, A DISTANCE OF 264.25 FEET TO AN IRON PIN SET, THENCE S. 21° 25' E A DISTANCE OF 174.98 FEET TO AN IRON PIN SET AND THE TRUE PLACE OF BEGINNING; THENCE CONTINUING S. 21° 25' E A DISTANCE OF 219.84 FEET TO AN IRON PIN FOUND, THENCE S. 68° 35' W. A DISTANCE OF 227.93 FEET TO AN IRON PIN FOUND, THENCE N. 21° 25' W., A DISTANCE OF 86.33 FEET TO AN IRON PIN FOUND, THENCE S. 68° 35' W., A DISTANCE OF 345.41 FEET TO A POINT (SAID POINT BEING N. 68° 35' E A DISTANCE OF 4.41 FEET FROM AN IRON PIN AT THE SOUTHERLY MOST CORNER OF SAID OUT LOT # 104); THENCE N. 55° 28' 30" E AND ALONG A LINE BEING SOUTHEASTERLY ONE FOOT FROM AND PARALLEL TO AN EXISTING FENCE A DISTANCE OF 588.68 FEET TO AN IRON PIN SET AND THE TRUE PLACE OF BEGINNING AND CONTAINING THEREIN 1.330 ACRES OF LAND.



Instr: 200908110015721 08/11/2009
P: 4 of 6 F: \$80.00 1:44PM
Diana Marchese T20090013840
Trumbull County Recorder BX(49) HUN

BEING KNOWN AS PART OF OUT LOT #104 IN THE LATEST NUMERATION OF LOTS IN SAID CITY OF GIRARD AND BEING MORE FULLY BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT AN IRON PIN FOUND AT THE EASTERLY MOST CORNER OF OUT LOT #102 (SAID IRON PIN ALSO BEING ON THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF FEDERAL STREET); THENCE S. 68° 35' W. AND ALONG THE SOUTHEASTERLY LINE OF SAID OUT LOT #102 A DISTANCE OF 264.25 FEET TO AN IRON PIN FOUND AND THE TRUE PLACE OF BEGINNING; THENCE S. 21° 25' E A DISTANCE OF 174.98 FEET TO AN IRON FOUND; THENCE S. 55° 28' 30" W. A DISTANCE OF 122.33 FEET TO AN IRON PIN SET THENCE N. 21° 25' W. A DISTANCE OF 202.72 FEET TO AN IRON PIN SET ON AFORESAID SOUTHEASTERLY LINE OF OUT LOT #102; THENCE N. 68° 35' E AND ALONG SAID LINE A DISTANCE OF 119.14 FEET TO AN IRON PIN FOUND AND THE TRUE PLACE OF BEGINNING AND CONTAINING THEREIN 22,500.05 SQUARE FEET OF LAND OR 0.5165 ACRES OF LAND

SITUATED IN THE CITY OF GIRARD, COUNTY OF TRUMBULL AND STATE OF OHIO; AND KNOWN AS BEING PART OF GIRARD CITY OUTLOTS 102 AND 104 IN SAID CITY OF GIRARD AND BEING FURTHER BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT AN IRON PIPE FOUND ON THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF SOUTH STATE STREET, SAID POINT BEING THE NORTHEASTERLY CORNER OF OUTLOT 104 AND THE LANDS NOW OR FORMERLY OF A. BUCCI; THENCE BY THE NEXT THREE COURSES ALONG SAID BUCCI LANDS; SOUTH 68° 35' 00" WEST, A DISTANCE OF 383.39 FEET TO AN IRON PIN SET; THENCE SOUTH 21° 26' 25" EAST, A DISTANCE OF 202.72 FEET TO AN IRON PIN SET; THENCE SOUTH 55° 30' 00" WEST, A DISTANCE OF 460.35 FEET TO AN IRON PIN SET; THENCE NORTH 02° 08' 27" WEST, A DISTANCE OF 346.39 FEET TO AN IRON PIN SET; THEN NORTH 68° 35' 00" EAST, A DISTANCE OF 711.74 FEET TO AN IRON PIN SET ON THE RIGHT-OF-WAY OF SAID SOUTH STATE STREET; THENCE ALONG SAID RIGHT-OF-WAY ON A CURVE TO THE RIGHT HAVING A RADIUS OF 1,100.17 FEET AND A CHORD BEARING SOUTH 37° 09' 04" EAST, A DISTANCE OF 20.78 FEET TO THE POINT OF BEGINNING AND CONTAINING WITHIN SAID BOUNDS 2.574 ACRES OF LAND.

A SURVEY OF THIS LAND WAS MADE UNDER THE SUPERVISION OF BYRON W. HARNISHFEGGER, REGISTERED SURVEYOR NO. 7401, OF MAENNY, BARTOLO & GROVER, IN OCTOBER, 1992.


Instr: 200908110015721 08/11/2009
p: 5 of 8 F: \$80.00 1:44PM
Diana Marchese T20090013840
Trumbull County Recorder BX(49) HUN

Exhibit 'B'

See attached permitted exceptions.



Instr: 200908110015721 08/11/2009
P: 6 of 6 F: \$00.00 1:44PM
Diana Marchese T20090813840
Trumbull County Recorder BX(49) HUN

Exhibit 'B'

Easement dated April 15, 1963, received for record May 3, 1963 at 8:47 A.M. and recorded in Deed Volume 801, Page 983 of Trumbull County Records.

Easement and Right of way dated August 17, 1961, received for record August 12, 1963 at 2:24 P.M. and recorded in Deed Volume 806, Page 160 of Trumbull County Records.

Easement and Right of way dated August 17, 1961, received for record August 12, 1963 at 2:32 P.M. and recorded in Deed Volume 806, Page 178 of Trumbull County Records.

Easement dated December 6, 1968, received for record February 7, 1969 at 11:18 A.M. and recorded in Deed Volume 893, Page 826 of Trumbull County Records.

Easement dated May 16, 1969, received for record July 7, 1972 at 1:37 P.M. and recorded in Deed Volume 948, Page 739 of Trumbull County Records.

Easement dated February 9, 1980, received for record July 24, 1980 at 3:20 P.M. and recorded in Official Record Volume 23, Page 578 of Trumbull County Records.

Oil and Gas Lease dated January 21, 1987, received for record March 26, 1987 at 2:00 P.M. and recorded in Official Record Volume 354, Page 226 of Trumbull County Records.

Easement dated February 7, 1989, received for record March 1, 1989 at 12:30 P.M. and recorded in Official Record Volume 472, Page 34 of Trumbull County Records.

CHAIN OF TITLE REQUEST - 1300 State Road, LLC -

Current title Holder: The City of Youngstown, Instrument No. 200908110015721, 8/11/2009

↕
1300 State Road LLC, an Ohio Limited Liability Company
Instrument No. 200712180932496 12/18/07
↕

↕
Renee Demsey
OR Volume 1008, Page 700 4/10/1996
↕

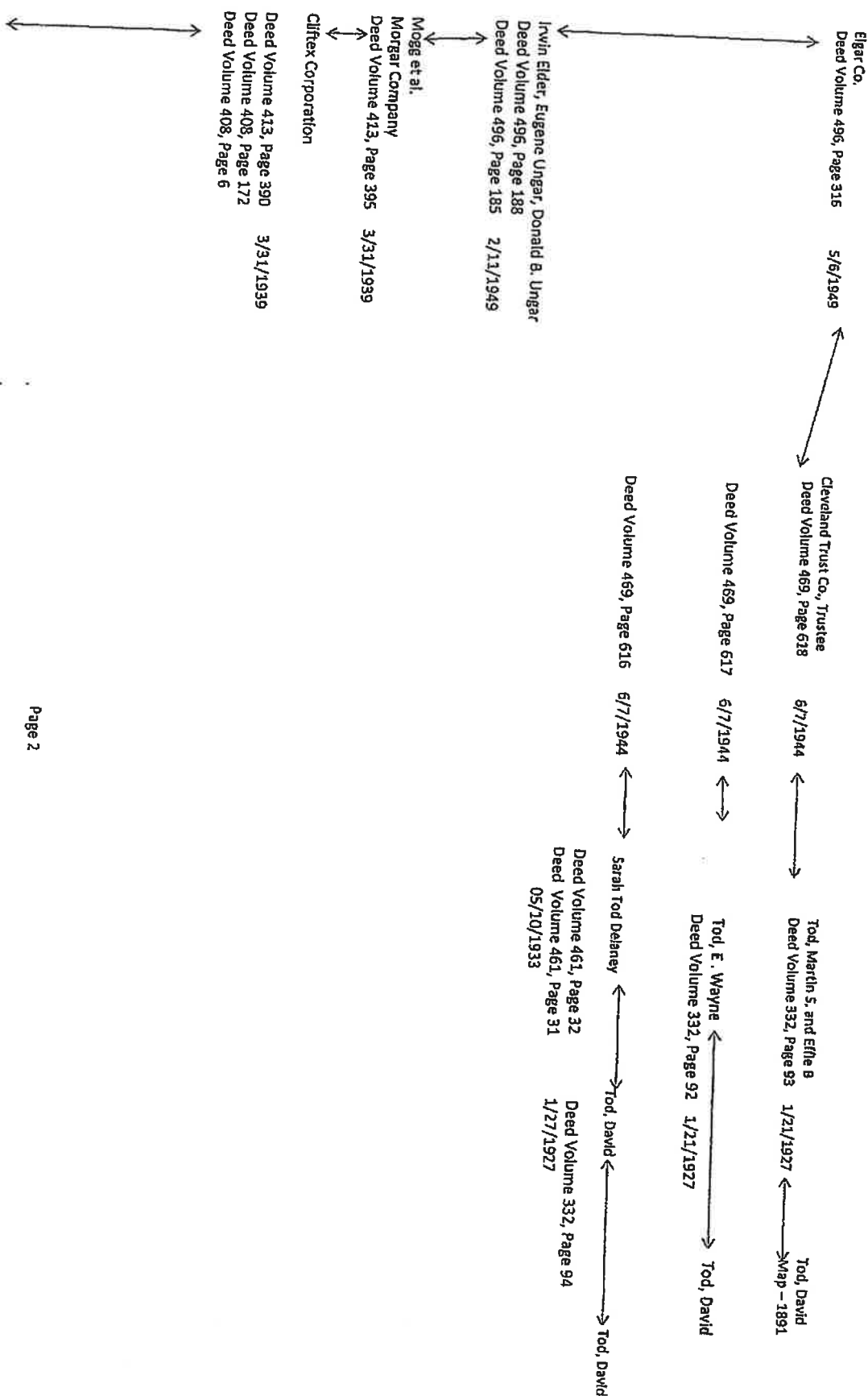
↕
Joseph Demsey
Volume 948, Page 748 7/7/1972
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↕
General Steel Industries
Volume 864, Page 857 6/30/1969
↕

↕
Midland-Ross Corporation
OR Deed Volume 864, Page 883 6/30/1967
↕

↕
Hill Hubbell Co.
Deed Volume 756, Page 28 1/1/1960
↕

↕
General Pacific Corp.
Deed Volume 746, Page 651 11/4/1959
Deed Volume 465, Page 69 05/10/1945
↕



Standard Textile Products Co. Deed Volume 1, Page 43	3/24/1921
↕	
Standard Oil Cloth Co. NJ Volume 176, Page 484	12/20/1901
↕	
Thomas Robinson Volume 176, Page 389	7/9/1901
↕	
Ohio Oil Cloth Co. Volume 174, Page 250	6/27/1900
↕	
David Tod George Tod	

Chain of Title Completed by:
 Hunter-Stevens Land Title Agency, Ltd.
 6715 Tippecanoe Road, Bldg. D-201
 Canfield, OH 44406

Former Demsey Steel Property

1300 S State St
Girard, OH 44420

Inquiry Number: 2340982.7
October 16, 2008

The EDR Environmental LienSearch™ Report



440 Wheelers Farms Road
Milford, CT 06461
800.352.0050
www.edrnet.com

The EDR Environmental LienSearch™ Report

The EDR Environmental LienSearch Report provides results from a search of available current land title records for environmental cleanup liens and other activity and use limitations, such as engineering controls and institutional controls.

A network of professional, trained researchers, following established procedures, uses client supplied address information to:

- search for parcel information and/or legal description;
- search for ownership information;
- research official land title documents recorded at jurisdictional agencies such as recorders' offices, registries of deeds, county clerks' offices, etc.;
- access a copy of the deed;
- search for environmental encumbering instrument(s) associated with the deed;
- provide a copy of any environmental encumbrance(s) based upon a review of key words in the instrument(s) (title, parties involved, and description); and
- provide a copy of the deed or cite documents reviewed.

Thank you for your business.

Please contact EDR at 1-800-352-0050
with any questions or comments.

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The EDR Environmental LienSearch™ Report

TARGET PROPERTY INFORMATION

ADDRESS

1300 S State St
Former Demsey Steel Property
Girard, OH 44420

RESEARCH SOURCE

Source 1:

Trumbull County Recorder
Trumbull, OH

PROPERTY INFORMATION

Deed 1:

Type of Deed: Limited Warranty Deed
Title is vested in: 1300 State Road, LLC
Title received from: Renee Demsey
Deed Dated: 12/11/2007
Deed Recorded: 12/18/2007
Book: NA
Page: NA
Volume: NA
Instrument: 200712180032496
Docket: NA
Land Record Comments:
Miscellaneous Comments:

Legal Description: See Exhibit

Legal Current Owner: 1300 State Road, LLC

Property Identifiers: Parcel Number: 14-124920, Parcel Number: 14-124921, Parcel Number: 14-124922

Comments: See Exhibit

ENVIRONMENTAL LIEN

Environmental Lien: Found ☐ Not Found ☒
If found:

1st Party:

2nd Party:

Dated:

Recorded:

Book:

Page:

Docket:

The EDR Environmental LienSearch™ Report

Volume:

Instrument:

Comments:

Miscellaneous Comments:

OTHER ACTIVITY AND USE LIMITATIONS (AULs)

AULs: Found ☐ Not Found ☒

If found:

1st Party:

2nd Party:

Dated:

Recorded:

Book:

Page:

Docket:

Volume:

Instrument:

Comments:

Miscellaneous Comments:

Deed Exhibit 1

LIMITED WARRANTY DEED
(Pursuant to Ohio Revised Code §5302.08)

KNOW ALL MEN BY THESE PRESENTS:

THAT, RENEE DEMSEY, a married woman, of Cuyahoga County, Ohio, for valuable consideration paid, grants with limited warranty covenants to 1300 State Road LLC, an Ohio limited liability company, whose tax-mailing address is 1015 West 30th Street, P. O. Box 800, Ashtabula, Ohio 44005, the real property described in Exhibit "A" attached hereto, consisting of two (2) pages, and incorporated herein by reference, free and clear of any and all liens, encumbrances, pledges, claims, chargers, rights of first refusal, security interests, deeds of trust, mortgages, restrictions, rights of third parties, and other exceptions to title whatsoever, except zoning ordinances, legal highways, rights, reservations, restrictions, easements and other conditions of record, and real estate taxes and assessments, both general and special, which are a lien but not yet due and payable.

Joseph Demsey, the husband of the Grantor, releases all rights of dower therein.

Prior Instrument Reference: OR 1008, Page 700 of Trumbull County Records.
Permanent Parcel Nos. 14-124920, 14-124921 and 14-124922.

WITNESS the hand and seal of the Grantor, Renee Demsey, and her husband, Joseph Demsey, this 11th day of December, 2007.

Renee Demsey
Renee Demsey

Joseph Demsey
Joseph Demsey

STATE OF OHIO, COUNTY OF CUYAHOGA, ss:

BE IT REMEMBERED that on the 11th day of December, 2007, before me, a Notary Public, in and for said county and state, personally came and appeared the above-named Grantor, Renee Demsey, a married woman, and her husband, Joseph Demsey, who under penalty of perjury in violation of Ohio Revised Code §2921.11 represented to me to be such persons, and who acknowledged that they did sign the foregoing instrument and that the same is their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my notary seal on the day and year last aforesaid.

[Signature]
Notary Public

Marvin A. Sicherman, Notary Public
Notary Public - State of Ohio
My commission has no expiration date.
Section 147.03 R.C.

This Instrument Prepared as an Ohio Limited Warranty Deed: Marvin A. Sicherman (#0007355)
Dettelbach, Sicherman & Baumgart
1100 AmTrust Bank Center - 1801 East 9th Street
Cleveland, OH 44114-3169
Phone: (216) 696-6000 - Fax: (216) 696-3338
email: msicherman@dsb-law.com

NOTARIAL
SEAL

Instr: 200712180032496 12/18/2007
P: 2 of 3 F: \$36.00 1:40PM
Diana Marchese T20070027434
Trumbull County Recorder BX(73)TITL

EXHIBIT "A"

LEGAL DESCRIPTION OF PROPERTY BEING CONVEYED

Situated in the City of Girard, County of Trumbull, State of Ohio, described as follows:

SITUATED IN THE CITY OF GIRARD, COUNTY OF TRUMBULL AND STATE OF OHIO: AND KNOWN AS BEING PARTLY IN SECTION 1 AND 2 OF THE ORIGINAL SURVEY OF LIBERTY TOWNSHIP AND FURTHER KNOWN AS BEING OUT LOTS 100, 101, 102 AND PART OF OUT LOT NO. 104 IN THE CITY OF GIRARD, TRUMBULL COUNTY, OHIO, BEING MORE FULLY BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT AN IRON PIN IN THE SOUTHWESTERLY LINE OF SOUTH STATE STREET, SAID POINT BEING ALSO AT THE NORTHEASTERLY CORNER OF OUT LOT NO. 100, AND IS ALSO THE NORTHEASTERLY CORNER OF PARCEL NO. 3, SHOWN IN A DEED OF LANDS OF HILL HUBBELL COMPANY, AN OHIO CORPORATION, AS SHOWN AND RECORDED IN TRUMBULL COUNTY RECORDS OF DEEDS VOLUME 756, PAGE 28; THENCE S. 47° 26' 50" E ALONG THE SOUTHWESTERLY LINE OF SAID SOUTH STATE STREET, A DISTANCE OF 651.70 FEET TO AN IRON PIN; THENCE SOUTHEASTWARDLY BY A CURVE TO THE RIGHT HAVING A RADIUS OF 1,100.17 FEET ALONG THE SOUTHWESTERLY LINE OF SAID SOUTH STATE STREET ON A CHORD WHICH BEARS S. 41° 53' 50" E, A DISTANCE OF 207.78 FEET TO AN IRON PIN; THENCE S. 68° 35' W. A DISTANCE OF 264.25 FEET TO AN IRON PIN; THENCE S. 21° 25' E A DISTANCE OF 394.82 FEET TO AN IRON PIN; THENCE S. 68° 35' W., A DISTANCE OF 227.93 FEET TO AN IRON PIN; THENCE N. 21° 25' W. A DISTANCE OF 86.33 FEET TO AN IRON PIN; THENCE S. 68° 35' W., A DISTANCE OF 349.82 FEET TO AN IRON PIN IN THE NORTHEASTERLY RIGHT OF WAY LINE OF THE ERIE RAILROAD COMPANY (THE CLEVELAND AND MAHONING RAILWAY COMPANY); THENCE N. 32° 20' 30" W. ALONG THE NORTHEASTERLY RIGHT OF WAY LINE OF SAID ERIE RAILROAD COMPANY, A DISTANCE OF 1,108.66 FEET TO AN IRON PIN IN THE SOUTHWESTERLY CORNER OF SAID OUT LOT NO. 100; THENCE N. 68° 36' E ALONG THE NORTHERLY LINE OF SAID OUT LOT NO. 100, A DISTANCE OF 692.93 FEET TO THE PLACE OR BEGINNING, AND CONTAINING WITHIN SAID BOUNDS 19.18 ACRES OF LAND, ACCORDING TO A SURVEY OF JOHN P. SALAK, SURVEYOR, DATED JUNE 23, 1967.

EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PREMISES:

SITUATED IN THE CITY OF GIRARD, COUNTY OF TRUMBULL AND STATE OF OHIO: BEING KNOWN AS PART OF OUT LOT #104 IN THE LATEST OF NUMERATION OF LOTS IN SAID CITY OF GIRARD AND BEING MORE FULLY BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT AN IRON PIN FOUND AT THE EASTERLY MOST CORNER OF OUT LOT #102 (SAID PIN ALSO BEING ON THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF FEDERAL STREET); THENCE S. 68° 36' W. AND ALONG SOUTHEASTERLY LINE OF SAID OUT LOT #102, A DISTANCE OF 264.25 FEET TO AN IRON PIN SET, THENCE S. 21° 25' E A DISTANCE OF 174.98 FEET TO AN IRON PIN SET AND THE TRUE PLACE OF BEGINNING; THENCE CONTINUING S. 21° 25' E A DISTANCE OF 219.84 FEET TO AN IRON PIN FOUND, THENCE S. 68° 35' W. A DISTANCE OF 227.93 FEET TO AN IRON PIN FOUND, THENCE N. 21° 25' W., A DISTANCE OF 86.33 FEET TO AN IRON PIN FOUND, THENCE S. 68° 35' W., A DISTANCE OF 345.41 FEET TO A POINT (SAID POINT BEING N. 68° 35' E A DISTANCE OF 4.41 FEET FROM AN IRON PIN AT THE SOUTHERLY MOST CORNER OF SAID OUT LOT #104); THENCE N. S55° 28' 30" E AND ALONG A LINE BEING SOUTHEASTERLY ONE FOOT FROM AND PARALLEL TO AN EXISTING FENCE A DISTANCE OF 588.68 FEET TO AN IRON PIN SET AND THE TRUE PLACE OF BEGINNING AND CONTAINING THEREIN 1.330 ACRES OF LAND.

Instr: 200712180032496 12/18/2007
P: 3 of 3 F: \$36.00 1:40PM
Diana Marchese T20070027434
Trumbull County Recorder BX(73)TITL

BEING KNOWN AS PART OF OUT LOT #104 IN THE LATEST NUMERATION OF LOTS IN SAID CITY OF GIRARD AND BEING MORE FULLY BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT AN IRON PIN FOUND AT THE EASTERLY MOST CORNER OF OUT LOT #102 (SAID IRON PIN ALSO BEING ON THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF FEDERAL STREET); THENCE S. 68° 35' W. AND ALONG THE SOUTHEASTERLY LINE OF SAID OUT LOT #102 A DISTANCE OF 264.25 FEET TO AN IRON PIN FOUND AND THE TRUE PLACE OF BEGINNING; THENCE S. 21° 25' E A DISTANCE OF 174.98 FEET TO AN IRON FOUND; THENCE S. 55° 28' 30" W. A DISTANCE OF 122.33 FEET TO AN IRON PIN SET THENCE N. 21° 25' W. A DISTANCE OF 202.72 FEET TO AN IRON PIN SET ON AFORESAID SOUTHEASTERLY LINE OF OUT LOT #102; THENCE N. 68° 35' E AND ALONG SAID LINE A DISTANCE OF 119.14 FEET TO AN IRON PIN FOUND AND THE TRUE PLACE OF BEGINNING AND CONTAINING THEREIN 22,500.05 SQUARE FEET OF LAND OR 0.5165 ACRES OF LAND

SITUATED IN THE CITY OF GIRARD, COUNTY OF TRUMBULL AND STATE OF OHIO; AND KNOWN AS BEING PART OF GIRARD CITY OUTLOTS 102 AND 104 IN SAID CITY OF GIRARD AND BEING FURTHER BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT AN IRON PIPE FOUND ON THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF SOUTH STATE STREET, SAID POINT BEING THE NORTHEASTERLY CORNER OF OUTLOT 104 AND THE LANDS NOW OR FORMERLY OF A. BUCCI; THENCE BY THE NEXT THREE COURSES ALONG SAID BUCCI LANDS; SOUTH 68° 35' 00" WEST, A DISTANCE OF 383.39 FEET TO AN IRON PIN SET; THENCE SOUTH 21° 26' 25" EAST, A DISTANCE OF 202.72 FEET TO AN IRON PIN SET; THENCE SOUTH 55° 30' 00" WEST, A DISTANCE OF 460.35 FEET TO AN IRON PIN SET; THENCE NORTH 02° 08' 27" WEST, A DISTANCE OF 346.34 FEET TO AN IRON PIN SET; THEN NORTH 68° 35' 00" EAST, A DISTANCE OF 711.74 FEET TO AN IRON PIN SET ON THE RIGHT-OF WAY OF SAID SOUTH STATE STREET; THENCE ALONG SAID RIGHT OF-WAY ON A CURVE TO THE RIGHT HAVING A RADIUS OF 1,100.17 FEET AND A CHORD BEARING SOUTH 37° 09' 04" EAST, A DISTANCE OF 20.78 FEET TO THE POINT OF BEGINNING AND CONTAINING WITHIN SAID BOUNDS 2.574 ACRES OF LAND.

A SURVEY OF THIS LAND WAS MADE UNDER THE SUPERVISION OF BYRON W. HARNISHFEGER, REGISTERED SURVEYOR NO. 7401, OF HAENNY, BARTOLO & GROVER, IN OCTOBER, 1992.

REAL PROPERTY TRANSFER TAX
TRANSFERRED AND PAID

504 DEC 18 2007
In the Amount Of 601.00
Adrian S. Biviano, Trumbull County Auditor

TRUMBULL COUNTY AUDITOR

DEC 17 2007

TAX MAP DEPT.

APPROVED

DEC 17 2007

TRUMBULL COUNTY
GIS DEPARTMENT

Commitment for Title Insurance



Ohio Bar Title Insurance Company

Ohio Bar Title Insurance Company, an Ohio corporation ("Company"), for a valuable consideration, commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the Proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest in the land described or referred to in Schedule A, upon payment of the premiums and charges and compliance with the Requirements; all subject to the provisions of Schedules A and B and to the Conditions of this Commitment.

This Commitment shall be effective only when the identity of the Proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A by the Company.

All liability and obligation under this Commitment shall cease and terminate 180 days after the Effective Date or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue the policy or policies is not the fault of the Company.

The Company will provide a sample of the policy form upon request.

This Commitment shall not be valid or binding until countersigned by a validating officer or authorized signatory.

IN WITNESS WHEREOF, Ohio Bar Title Insurance Company has caused its corporate name and seal to be affixed by its duly authorized officers on the date shown in Schedule A.

Authorized Signature



Ohio Bar Title Insurance Company

President

Attest:

Secretary

OHIO BAR TITLE INSURANCE COMPANY
COMMITMENT FOR TITLE INSURANCE FORM
SCHEDULE A

File Number: HS-C-08-08-24A

Commitment No.: HS-C-08-08-35A

1. Effective Date: August 7, 2008 at 07:59 AM
2. Policy or Policies to be issued: Amount
 - a. ☒ Owner's Policy
Identify which Owner Policy to be used: Alta 2006
Proposed Insured:
 - b. ☒ Loan Policy
Identify which Loan Policy to be used: Alta 2006
Proposed Insured:
3. The estate or interest in the land described or referred to in this Commitment is Fee Simple.
4. Title to the Fee Simple estate or interest in the land is at the Effective Date vested in:
1300 State Road LLC, an Ohio Limited Liability Company who acquired title in Instrument No. 200712180032496 of
Trumbull County Records.
5. The land referred to in this Commitment is described as follows:
For Legal Description, See Exhibit 'A' attached.

Parcel No. 14-124920
Parcel No. 14-124921
Parcel No. 14-124922

Issuing Agent: Hunter-Stevens Land Title Agency, Ltd.
Agent Control No.: H-1549
Address: 6715 Tippecanoe Road, Bldg. D - Ste. 201
City, State, Zip: Canfield, OH 44406
Telephone: (330)533-6119

Ohio Bar Title Insurance Company Insurance Fraud Warning: Any person who, with intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud.

EXHIBIT "A"

LEGAL DESCRIPTION OF PROPERTY BEING CONVEYED

Situated in the City of Girard; County of Trumbull, State of Ohio, described as follows:

SITUATED IN THE CITY OF GIRARD, COUNTY OF TRUMBULL AND STATE OF OHIO: AND KNOWN AS BEING PARTLY IN SECTION 1 AND 2 OF THE ORIGINAL SURVEY OF LIBERTY TOWNSHIP AND FURTHER KNOWN AS BEING OUT LOTS 100, 101, 102 AND PART OF OUT LOT NO. 104 IN THE CITY OF GIRARD, TRUMBULL COUNTY, OHIO, BEING MORE FULLY BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT AN IRON PIN IN THE SOUTHWESTERLY LINE OF SOUTH STATE STREET, SAID POINT BEING ALSO AT THE NORTHEASTERLY CORNER OF OUT LOT NO. 100, AND IS ALSO THE NORTHEASTERLY CORNER OF PARCEL NO. 3, SHOWN IN A DEED OF LANDS OF HILL HUBBELL COMPANY, AN OHIO CORPORATION, AS SHOWN AND RECORDED IN TRUMBULL COUNTY RECORDS OF DEEDS VOLUME 756, PAGE 28; THENCE S. 47° 26' 50" E ALONG THE SOUTHWESTERLY LINE OF SAID SOUTH STATE STREET, A DISTANCE OF 651.70 FEET TO AN IRON PIN; THENCE SOUTHEASTWARDLY BY A CURVE TO THE RIGHT HAVING A RADIUS OF 1,100.17 FEET ALONG THE SOUTHWESTERLY LINE OF SAID SOUTH STATE STREET ON A CHORD WHICH BEARS S. 41° 53' 50" E, A DISTANCE OF 207.78 FEET TO AN IRON PIN; THENCE S. 68° 35' W. A DISTANCE OF 264.25 FEET TO AN IRON PIN; THENCE S. 21° 25' E A DISTANCE OF 394.82 FEET TO AN IRON PIN; THENCE S. 68° 35' W.; A DISTANCE OF 227.93 FEET TO AN IRON PIN; THENCE N. 21° 25' W. A DISTANCE OF 86.33 FEET TO AN IRON PIN; THENCE S. 68° 35' W., A DISTANCE OF 349.82 FEET TO AN IRON PIN IN THE NORTHEASTERLY RIGHT OF WAY LINE OF THE ERIE RAILROAD COMPANY (THE CLEVELAND AND MAHONING RAILWAY COMPANY); THENCE N. 32° 20' 30" W. ALONG THE NORTHEASTERLY RIGHT OF WAY LINE OF SAID ERIE RAILROAD COMPANY, A DISTANCE OF 1,108.66 FEET TO AN IRON PIN IN THE SOUTHWESTERLY CORNER OF SAID OUT LOT NO. 100; THENCE N. 68° 36' E ALONG THE NORTHERLY LINE OF SAID OUT LOT NO. 100, A DISTANCE OF 692.93 FEET TO THE PLACE OR BEGINNING, AND CONTAINING WITHIN SAID BOUNDS 19.18 ACRES OF LAND, ACCORDING TO A SURVEY OF JOHN P. SALAK, SURVEYOR, DATED JUNE 23, 1967.

EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PREMISES:

SITUATED IN THE CITY OF GIRARD, COUNTY OF TRUMBULL AND STATE OF OHIO: BEING KNOWN AS PART OF OUT LOT #104 IN THE LATEST OF NUMERATION OF LOTS IN SAID CITY OF GIRARD AND BEING MORE FULLY BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT AN IRON PIN FOUND AT THE EASTERLY MOST CORNER OF OUT LOT #102 (SAID PIN ALSO BEING ON THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF FEDERAL STREET): THENCE S. 68° 36' W. AND ALONG SOUTHEASTERLY LINE OF SAID OUT LOT #102, A DISTANCE OF 264.25 FEET TO AN IRON PIN SET, THENCE S. 21° 25' E A DISTANCE OF 174.98 FEET TO AN IRON PIN SET AND THE TRUE PLACE OF BEGINNING; THENCE CONTINUING S. 21° 25' E A DISTANCE OF 219.84 FEET TO AN IRON PIN FOUND, THENCE S. 68° 35' W. A DISTANCE OF 227.93 FEET TO AN IRON PIN FOUND, THENCE N. 21° 25' W., A DISTANCE OF 86.33 FEET TO AN IRON PIN FOUND, THENCE S. 68° 35' W., A DISTANCE OF 345.41 FEET TO A POINT (SAID POINT BEING N. 68° 35' E A DISTANCE OF 4.41 FEET FROM AN IRON PIN AT THE SOUTHERLY MOST CORNER OF SAID OUT LOT #104); THENCE N. 55° 28' 30" E AND ALONG A LINE BEING SOUTHEASTERLY ONE FOOT FROM AND PARALLEL TO AN EXISTING FENCE A DISTANCE OF 588.68 FEET TO AN IRON PIN SET AND THE TRUE PLACE OF BEGINNING AND CONTAINING THEREIN 1.330 ACRES OF LAND.

BEING KNOWN AS PART OF OUT LOT #104 IN THE LATEST NUMERATION OF LOTS IN SAID CITY OF GIRARD AND BEING MORE FULLY BOUNDED AND DESCRIBED AS FOLLOWS:

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SITUATED IN THE CITY OF GIRARD, COUNTY OF TRUMBULL AND STATE OF OHIO: AND KNOWN AS BEING PART OF GIRARD CITY OUTLOTS 102 AND 104 IN SAID CITY OF GIRARD AND BEING FURTHER BOUNDED AND DESCRIBED AS FOLLOWS:

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A SURVEY OF THIS LAND WAS MADE UNDER THE SUPERVISION OF BYRON W. HARNISHFEGGER, REGISTERED SURVEYOR NO. 7401, OF HAENNY, BAROLO & GROVER, IN OCTOBER, 1992.

REAL PROPERTY TRANSFER TAX
TRANSFERRED AND PAID

504 DEC 18 2007

In the Amount Of 601.00 *AMP*
Adrian S. Bliviano, Trumbull County Auditor

TRUMBULL COUNTY AUDITOR

DEC 17 2007
STAMP 17-48
TAX MAP DEPT.

APPROVED

[Signature]

DEC 17 2007

TRUMBULL COUNTY
GIS DEPARTMENT

OHIO BAR TITLE INSURANCE COMPANY
COMMITMENT FOR TITLE INSURANCE FORM
SCHEDULE B - SECTION II

Commitment No. HS-C-08-08-35A

Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company.

1. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires for value of record the estate or interest or mortgage thereon covered by this commitment.
2. Any facts, rights, interests, or claims that are not shown in the public records but that could be ascertained by an inspection of the land or by making inquiry of persons in possession of the land.
3. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the title including discrepancies, conflicts in boundary lines, shortage in area, or any other facts that would be disclosed by an accurate and complete land survey of the land, and that are not shown in the public records.
4. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown in the public records.
5. Rights of parties in possession of all or any part of the premises, including, but not limited to, easements, claims of easements or encumbrances that are not shown in the public records.
6. The lien of real estate taxes or assessments imposed on the title by a governmental authority that are not shown as existing liens in the records of any taxing authority that levies taxes or assessments on real property or in the public records.
7. Taxes appear in the names of 1300 State Road LLC, an Ohio Limited Liability Company
Permanent Parcel No. 14-124920
Lot No. 100 6.50 Acres

Land Value: \$ 17,080.00
Building Value: \$ 13,760.00
Total Value: \$ 30,840.00

Delinquencies in the amount of \$93.79 are not paid.

Taxes and a special assessment for the 2nd half of 2007 in the amounts of \$937.85 plus \$103.16 (Interest and penalty) plus \$93.79 (1st half 2007 unpaid) for a total of \$1,134.80 are not paid plus penalty and interest, if any.

Taxes and special assessments, if any, for the 1st half of 2008, are a lien but not yet due and payable.

SCHEDULE B - SECTION II

(Continued)

Commitment No. HS-C-08-08-35A

8. Taxes appear in the names of 1300 State Road LLC, an Ohio Limited Liability Company
Permanent Parcel No. 14-124921
Lot No. 101 3.979 Acres

Land Value: \$ 10,470.00
Building Value: \$ 0.00
Total Value: \$ 10,470.00

Delinquencies in the amount of \$31.84 are not paid.

Taxes and a special assessment for the 2nd half of 2007 in the amounts of \$318.40 plus \$35.02 (Interest and penalty) plus \$31.84 (1st half 2007 unpaid) for a total of \$385.26 are not paid plus penalty and interest, if any.

Taxes and special assessments, if any, for the 1st half of 2008, are a lien but not yet due and payable.

9. Taxes appear in the names of 1300 State Road LLC, an Ohio Limited Liability Company
Permanent Parcel No. 14-124922
Lot No. 102 and 104 4.2688 Acres

Land Value: \$ 11,200.00
Building Value: \$ 0.00
Total Value: \$ 11,200.00

Delinquencies in the amount of \$34.06 are not paid.

Taxes and a special assessment for the 2nd half of 2007 in the amounts of \$340.60 plus \$37.47 (Interest and penalty) plus \$34.06 (1st half of 2007 unpaid) for a total of \$412.13 are not paid.

Taxes and special assessments, if any, for the 1st half of 2008, are a lien but not yet due and payable.

10. Right-of-Way dated July 1, 1895, received for record November 1, 1895 at 9:00 A.M. and recorded in Lease Volume 4, Page 20 of Trumbull County Records.
11. Agreement dated July 18, 1904, received for record July 5, 1904 at 8:A.M. and recorded in Lease Volume 5, Page 403 of Trumbull County Records.
12. Lease dated March 11, 1916, received for record December 31, 1918 at 2:20 P.M. and recorded in Lease Volume 9, Page 342 of Trumbull County Records.
13. Easement dated December 7, 1928, received for record November 21, 1929 at 1:46 P.M. and recorded in Lease Volume 25, Page 174 of Trumbull County Records.
14. Reservations dated March 27, 1939, received for March 31, 1939 at 3:25 P.M. and recorded in Deed Volume 413, Page 390 of Trumbull County Records.
15. Reservation date September 30, 1940, received for record December 3, 1940 at 2:59 P.M. and recorded in Deed Volume 417, Page 369 of Trumbull County Records.

SCHEDULE B - SECTION II

(Continued)

Commitment No. HS-C-08-08-35A

16. Reservation dated August 29, 1952, received for record September 2, 1952 at 1:03 P.M. and recorded in Deed Volume 575, Page 22 of Mahoning County Records.
17. Easement dated February 11, 1949, received for record February 11, 1949 at 3:53 P.M. and recorded in Deed Volume 496, Page 193 of Trumbull County Records.
18. Easement dated September 30, 1959, received for record November 4, 1959 at 2:46 P.M. and recorded in Deed Volume 746, Page 644 of Trumbull County Records.
19. Assignment dated May 30, 1960, received for record June 17, 1960 at 8:25 A.M. and recorded in Deed Volume 756, Page 876 of Trumbull County Records.
20. Reservation dated October 31, 1959, received for record November 4, 1959 at 2:49 P.M. and recorded in Deed Volume 746, Page 651 of Trumbull County Records.
21. Easement dated April 25, 1961, received for record May 9, 1961 at 10:31 A.M. and recorded in Deed Volume 746, Page 308 of Trumbull County Records.
22. Easement dated April 15, 1963, received for record May 3, 1963 at 8:47 A.M. and recorded in Deed Volume 801, Page 983 of Trumbull County Records.
23. Easement and Right of way dated August 17, 1961, received for record August 12, 1963 at 2:24 P.M. and recorded in Deed Volume 806, Page 160 of Trumbull County Records.
24. Easement and Right of way dated August 17, 1961, received for record August 12, 1963 at 2:32 P.M. and recorded in Deed Volume 806, Page 178 of Trumbull County Records.
25. Easement dated December 6, 1968, received for record February 7, 1969 at 11:18 A.M. and recorded in Deed Volume 893, Page 826 of Trumbull County Records.
26. Easement dated May 16, 1969, received for record July 7, 1972 at 1:37 P.M. and recorded in Deed Volume 948, Page 739 of Trumbull County Records.
27. Easement dated February 9, 1980, received for record July 24, 1980 at 3:20 P.M. and recorded in Official Record Volume 23, Page 578 of Trumbull County Records.
28. Mineral Deed dated August 3, 1983, received for record August 10, 1983 at 2:12 P.M. and recorded in Official Record Volume 148, Page 1019 of Trumbull County Records. (Shown for information only).
29. Oil and Gas Lease dated January 21, 1987, received for record March 26, 1987 at 2:00 P.M. and recorded in Official Record Volume 354, Page 226 of Trumbull County Records.
30. Easement dated February 7, 1989, received for record March 1, 1989 at 12:30 P.M. and recorded in Official Record Volume 472, Page 34 of Trumbull County Records.
31. Memorandum of Option dated April 13, 1993, received for record July 1, 1993 and recorded in Official Record Volume 778, Page 693 of Trumbull County Records.



Diana Marchese *Trumbull County Recorder of Deeds*

Web Services Detailed Data Results

Instrument: 200712180032496 **Volume Page:** [Display Doc](#)
Recorded: 12/18/2007 1:40:03 PM **Pages:** 3
Document Type: DEED **Consideration:** 601
Grantor: DEMSEY, RENE / DEMSEY, JOSEPH-RD
Grantee: 1300 STATE ROAD LLC
Legal Description: Acr: 19.18000000 / /
Marginal:

Instrument: 200407090022741 **Volume Page:** [Display Doc](#)
Recorded: 7/9/2004 2:17:10 PM **Pages:** 2
Document Type: LEASE ASSIGNMENT **Consideration:**
Grantor: GROSS, ALAN H-TR / WILLIAM GROSS ESTATE /
ESTAE OF WILLIAM GROSS / DEMSEY, RENEE /
HELLEN, EMANUEL G / LAMANCUSA, CARMELLO /
LAMANCUSA, BETTY / GONZE, EUGENE D /
GONZE, SHIRLEY J / NEALE, LUTHER C / NEALE, AUDREY A /
PATULEA, GLIGOR / CONSOLIDATED RAIL CORPORATION /
CROSS, JOE F-ET AL / MARSTELLER, WILLIAM E /
PATTERSON, W / PATTERSON, P / KERR, JOSEPH /
WALTER, KEVIN G L / WALTER, DEBORAH S /
STRAH, MICHAEL J / MANNA, KATHERINE B /
NUDO, RALPH / NUDO, HENRIETTA / BABUKA, MICHAEL J /
BABUKA, JUDY L / DANILUK, STEPHEN /
DANILUK, CYNTHIA /
STANDARD SLAG COMPANY /
CAUFIELD, CRANDON E-ET AL / DEMSEY, JOSEPH
Grantee: MARITAL TRUST CREATED UNDER THE WILLIAM GROSS REVOCABLE TRUST
Legal Description: / /
Marginal: [Bkwd 112 723](#) / [Bkwd 114 979](#) / [Bkwd 120 468](#) / [Bkwd 120 470](#) / [Bkwd 152](#)
[370](#) / [Bkwd 354 226](#) / [Bkwd 377 241](#) / [Bkwd 386 975](#) / [Bkwd 427 771](#) / [Bkwd 430](#)
[716](#) / [Bkwd 430 718](#) / [Bkwd 430 722](#) / [Bkwd 430 724](#) / [Bkwd 588 318](#) / [Bkwd 588](#)
[326](#) / [Bkwd 588 332](#) / [Bkwd 588 334](#) / [Bkwd 588 336](#) / [Bkwd 588 348](#) / [Bkwd 412](#)
[508](#)

Instrument: 200012210046234 **Volume Page:** [Display Doc](#)
Recorded: 12/21/2000 10:26:17 AM **Pages:** 2
Document Type: LEASE ASSIGNMENT **Consideration:** 0
Grantor: DEMSEY, JOSEPH / DEMSEY, RENEE / LOMA ENTERPRISES INC
Grantee: NORTH COAST ENERGY INC
Legal Description:

Marginal: Bkwd 354 226

Instrument: 199711190035478 **Volume Page:** OR 1175 283 [Display Doc](#)
Recorded: 11/19/1997 10:23:35 AM **Pages:** 4
Document Type: LEASE ASSIGNMENT **Consideration:** 0
Grantor: LOMA ENTERPRISES INC / DEMSEY, JOSEPH
Grantee: VANDERPOOL, MARGARET M / LARDIS, DOROTHY T /
AINSLEY, DONNA / CROSS, THOMA / LARDIS, GEORGE SD /
CROSS, KITTY / CHARNAS, MAUREEN / MORAIN, RAYMOND J /
LATELL, JOHN / AINSLEY, LARRY / MORAIN OIL & GAS INC /
GROSS, WILLIAM / MORAIN SERVICES INC / CHARNAS, STEVE C /
TELES, MEL / SMITH, LOREN R / WEATHERSFIELD 88-2 COMPANY
Legal Description:
Marginal: Bkwd 354 226 / Bkwd 386 975 / Bkwd 430 716 / Bkwd 430 718 / Bkwd 430
722 / Bkwd 430 724

Instrument: 199604100009880 **Volume Page:** OR 1008 700 [Display Doc](#)
Recorded: 4/10/1996 **Pages:** 3
Document Type: DEED **Consideration:**
Grantor: DEMSEY, JOSEPH / DEMSEY, RENEE
Grantee: DEMSEY, RENEE
Legal Description: /
Marginal:

Instrument: 199604100009879 **Volume Page:** OR 1008 699 [Display Doc](#)
Recorded: 4/10/1996 **Pages:** 1
Document Type: MORTGAGE SATISFACTION **Consideration:**
Grantor: EARTH SCIENCES CONSULT INC
Grantee: DEMSEY, JOSEPH
Legal Description:
Marginal:

Instrument: 199406220041762 **Volume Page:** UCC 341041 1 [Display Doc](#)
Recorded: 6/22/1994 **Pages:** 0
Document Type: MORTGAGE SECURITY AGREEMENT **Consideration:** 0
Debtor: DEMSEY, JOSEPH
Secured Party: EARTH SCIENCES CONS INC
Legal Description:
Marginal:

Instrument: 199406220016198 **Volume Page:** OR 864 660 [Display Doc](#)
Recorded: 6/22/1994 **Pages:** 5

Document Type: MORTGAGE SECURITY AGREEMENT **Consideration:**
Grantor: DEMSEY, JOSEPH
Grantee: EARTH SCIENCES CONSULTANTS INC
Legal Description: /
Marginal:

Instrument: 199307010015847 **Volume Page:** OR 778 693 **Display Doc**
Recorded: 7/1/1993 **Pages:** 2
Document Type: OPTION **Consideration:**
Grantor: DEMSEY, JOSEPH
Grantee: FRANKLINTOWN DEV CO INC
Legal Description: /
Marginal:

Instrument: 199304300010072 **Volume Page:** OR 762 812 **Display Doc**
Recorded: 4/30/1993 **Pages:** 2
Document Type: DEED **Consideration:**
Grantor: DEMSEY, JOSEPH / DEMSEY, RENEE
Grantee: BERTRAM CORP
Legal Description: /
Marginal:

Instrument: 198903010003499 **Volume Page:** OR 472 34 **Display Doc**
Recorded: 3/1/1989 **Pages:** 2
Document Type: EASEMENT **Consideration:**
Grantor: DEMSEY, JOSEPH / DEMSEY, RENEE
Grantee: OHIO EDISON CO
Legal Description: /
Marginal:

Instrument: 198703260005410 **Volume Page:** OR 354 226 **Display Doc**
Recorded: 3/26/1987 **Pages:** 3
Document Type: LEASE **Consideration:**
Grantor: DEMSEY, RENEE / DEMSEY, JOSEPH
Grantee: LOMA ENTERPRISES INC
Legal Description: /
Marginal:

Instrument: 198308100057855 **Volume Page:** 148 1019 **Display Doc**
Recorded: 8/10/1983 **Pages:** 2
Document Type: DEED **Consideration:**

Grantor: ASPHALT SPECIALISTS INC**Grantee:** DEMSEY, JOSEPH**Legal Description:****Marginal:****Instrument:** 198308100057854**Volume Page:** 148 1017[Display Doc](#)**Recorded:** 8/10/1983**Pages:** 2**Document Type:** DEED**Consideration:****Grantor:** DEMSEY, JOSEPH / DEMSEY, RENEE**Grantee:** ASPHALT SPECIALIST INC**Legal Description:****Marginal:**

Search Criteria: Find all documents where the Instrument Number Is In ('200712180032496', '200407090022741', '200012210046234', '199711190035478', '199604100009880', '199604100009879', '199406220041762', '199406220016198', '199307010015847', '199304300010072', '198903010003499', '198703260005410', '198308100057855', '198308100057854') and the Last Name Like 'Demsey%'

MAIN MENU SIMPLE SEARCH ADVANCED SEARCH INSTRUMENT SEARCH HELP

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For Support Please Call; (330) 675-2798*

Developed By:



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§ E OF Ohio)
CC FY OF Trumbull)

ASSIGNMENT OF OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS

THAT the undersigned *Loma Enterprises, Inc.*
P.O. Box 550
Cortland, Ohio 44410

(hereinafter called Assignor), for and in consideration of One Dollar and other valuable consideration (\$1.00 ovc), the receipt whereof is hereby acknowledged, does hereby sell, assign, transfer and set over unto (hereinafter called Assignee), an undivided working interest as follows:

<i>Mel Teles</i>	14.706%
<i>Loren R. Smith</i>	16.865%
<i>Weathersfield 88-2, Company</i>	10.000%
<i>Morain Oil & Gas, Inc.</i>	13.725%
<i>William Gross</i>	8.235%
<i>Morain Services, Inc.</i>	5.882%
<i>Steve C. or Maureen Charnas</i>	5.882%
<i>Raymond J. Morain</i>	5.882%
<i>John Latell</i>	4.412%
<i>Larry & Donna Ainsley</i>	3.529%
<i>A. C. & Stella Charnas</i>	2.941%
<i>Thomas & Kitty Cross</i>	2.941%
<i>Margaret M. Vanderpool</i>	2.941%
<i>George S. & Dorothy T. Lardis</i>	2.059%

in, and to, the oil and gas lease described as follows:

DEMSEY #1 WELL

(SEE ATTACHED EXHIBIT "A")

*THE ASSIGNMENT HEREIN COVERS ONLY THE ACREAGE INVOLVED IN THE DEMSEY #1 WELL, STATE PERMIT #3221.

RECEIVED FOR RECORD
11/19/1997 10:23:35
Diana Marchese
Recorder
TRUMBULL COUNTY, OH
Document No 970035152
Bk/Page 1175/ 283
Receipt No. 23911
Date 11/19/1997 10:23:34
Total 50.00

together with the rights incident thereto and the personal property thereto, appurtenant thereto, or used, or obtained, in connection therewith.

And for the same consideration, the assignor covenants with the said assignee his or its heirs, successors, or assigns that assignor is the lawful owner of said lease and rights and interest thereunder and of the personal property thereon or used in connection therewith; that the undersigned has good right and authority to sell and convey the same, and that said rights, interest and property are free and clear from all liens and incumbrances, and that all rentals and royalties due and payable thereunder have been duly paid.

In Witness Whereof, The undersigned owner _____ and assignor _____ signed and sealed this instrument the 1st day of June 19 95.

Signed and acknowledged in presence of

Dorothy T. Lardis
Kathleen A. Budd
Dorothy T. Lardis
Kathleen A. Budd

By

Loren R. Smith
Loren R. Smith, President
Loma Enterprises, Inc.

STATE OF Ohio)
COUNTY OF Trumbull)

BEFORE ME, a Notary Public, in and for said County and State, personally appeared
Loren R. Smith as President of Loma Enterprises, Inc.
a corporation, and that he executed the same as the act of such corporation for the
purposes and consideration therein expressed, and in the capacity therein stated.

In Testimony Whereof, I have hereunto set my hand and affixed my official seal at
Cortland, Ohio this 1st day of June, 1995.



This instrument prepared by:
Loma Enterprises, Inc.
P.O. Box 550
Cortland, Ohio 44410

Robert F. Pettenati
Notary Public

ROBERT F. PETTENATI
Notary Public, State of Ohio
My Commission Expires June 28 2002.



EXHIBIT "A"

Oil & Gas Lease from Joseph & Renee Demsey (husband and wife) to Loma Enterprises, Inc., dated January 21, 1987 and recorded March 26, 1987 in Vol. 354, Page 226 of the Trumbull County Records.

Non-Drilling Oil & Gas Lease from Emanuel G. Hellen (widower) to Loma Enterprises, Inc., dated August 6, 1987 and recorded September 14, 1987 in Vol. 386, Page 975 of the Trumbull County Records.

Non-Drilling Oil & Gas Lease from Carmello & Betty Lamancusa (husband and wife) to Loma Enterprises, Inc., dated April 18, 1988 and recorded June 23, 1988 in Vol. 430, Page 718 of the Trumbull County Records.

Non-Drilling Oil & Gas Lease from Eugene & Shirley J. Gonze (husband and wife) to Loma Enterprises, Inc., dated April 14, 1988 and recorded June 23, 1988 in Vol. 430, Page 716 of the Trumbull County Records.

Non-Drilling Oil & Gas Lease from Luther C. & Audrey A. Neale (husband and wife) to Loma Enterprises, Inc., dated May 9, 1988 and recorded June 23, 1988 in Vol. 430, Page 722 of the Trumbull County Records.

Non-Drilling Oil & Gas Lease from Gligor Patulea (widower) to Loma Enterprises, Inc., dated May 9, 1988 and recorded June 23, 1988 in Vol. 430, Page 724 of the Trumbull County Records.

L.P.C.
T.M.: 4 '8
E.D.A.T.A. 70: 11-354
TUBE #21. (SHT. 5)

VAL. STA. 1349+60
END CONRAIL LEASE

CARMELO & BETTY LAMANCUSA
1.107 Ac. IN LOTS
0.41 Ac. IN RD.
1.517 Ac.

NOTE:
WELL LOCATION
IS 37' SOUTH
OF ELEC. LINE.

N

SCALE: 1" = 200'

PARCEL ACRES OIL & GAS SURFACE

*A-1.128 J. DEMSEY—EVERGREEN REALTY CO.

*B-0.517 " " " " " "

*C-1.333 " " " " " "

LUTHER & AUDREY NEALE
0.082 Ac. IN Lot 529
+ 0.12 Ac. IN ROAD

GILGORE PATULEA
0.082 Ac. IN Lot 530
+ 0.03 Ac. IN RD.
0.112 Ac.

JOSEPH
DEMSEY
17.33 Ac.
+ 0.79 Ac. IN RD.
18.12 Ac.

EUGENE
SHIRLEY
GONZE
0.785 Ac. IN LOTS
0.23 Ac. IN RD.
1.015 Ac.

0.517 Ac.
1.128 Ac.
1.719 Ac.
1.333 Ac.

EMANUEL
HELLEN
1.953 Ac.

L. & B. CHUDAKOFF
UNITED TRUCK PARTS
AND SALES, INC.

A.G. SHARP
LUMBER CO.

CONRAIL
8.44 Ac. (8.382)
5
FORMERLY
V-2
OHIO
5

(GIRARD CITY)
TRUMBULL CO.
MAHONING CO.
(YOUNGSTOWN CITY)

VAL. STA. 1321+45
BEGIN CONRAIL LEASE

MAP
Showing Proposed New
Location or Abandoned
Well
State of Ohio
Dept. of Natural Resources
Division of Oil & Gas
Fountain Square
Columbus, Ohio 43224

ACKNOWLEDGED:

Before me this 14TH day of
JULY 19 88

Freda M. Schneider
TITLE OF POSITION OR COMMISSION

FREDA M. SCHNEIDER
NOTARY PUBLIC, STATE OF OHIO
MY COMMISSION EXPIRES MAY 18, 1989

DEMSEY UNIT NO.1

N 541,300
E 2,498,200
TOPO ELEV. 875'
QUAD. GIRARD

Company: LOMA ENTERPRISES, INC.
Address: P.O. BOX 549, NILES, OHIO 44446
Firm: J. DEMSEY Acres: 40.737 IN UNIT
GIRARD CITY County: TRUMBULL
SEC. 2, ORIG. LIBERTY TWP., T-3N-R-2W
Well No.: UNIT 1 Date Mapped: 7-14-88

CERTIFICATE OF CORRECTNESS

I, the undersigned, hereby certify that the measurements and information
contained herein are true and correct as required by the General Code of
Ohio, and that there are no produced wells within 1000 feet and
no other wells or structures within 150 feet of this LOCATION.

REGISTERED SURVEYOR

Ray W. Giesbert, Reg. Surveyor No. 4183, State of Ohio
James A. Berry, Reg. Surveyor No. 4886, State of Ohio
Wm. H. Giesbert, Reg. Surveyor No. 8628, State of Ohio
R. W. Giesbert & Assoc., Inc.
P. O. Box 44 Wooster, Ohio 44691

307923

MEMORANDUM OF OPTION

This Memorandum of Option is entered into on the 13 day of April, 1993 and both this Memorandum of Option and the Real Estate Option Purchase Agreement entered into on the 21st day of December, 1992 by and between JOSEPH DENSEY, hereinafter referred to as "Optionor," and FRANKLINTOWN DEVELOPMENT COMPANY, INC. an Ohio Corporation, hereinafter referred to as "Optionee."

Optionor has granted, for valuable consideration described in the Real Estate Option Purchase Agreement, to Optionee the exclusive right and option to buy certain real property situated in the City of Girard, County of Trumbull, State of Ohio also described in Exhibit A attached hereto and made a part hereof at a price and under terms and conditions described in the Real Estate Option Purchase Agreement, with said terms and conditions incorporated herein by reference. The option shall expire at 6:00 p.m. on December 15, 1993.

IN WITNESS WHEREOF, the parties have hereunto set their hands on the date first above written.

WITNESSES:

Victor Weathermer
(Type or Print Name)

Diana J. Saliga
Karen J. Saliga
(Type or Print Name)

TERRY B. MOORE
(Type or Print Name)

Thomas W. Minkhart
(Type or Print Name)

OPTIONOR:

JOSEPH DENSEY

RECEIVED FOR RECORD
AT 12:33 O'CLOCK P.M.
JUL 01 1993

OPTIONEE:

FRANKLINTOWN DEVELOPMENT
COMPANY, INC.

By: Bud L. Buxton
Bud L. Buxton, President

DIANA J. MARCHESE
Recorder of Trumbull County

STATE OF OHIO, CUYAHOGA COUNTY, SS:

Before me, a Notary Public in and for said County and State, personally appeared the above-named JOSEPH DENSEY, who acknowledged to me that he did sign the foregoing instrument, and that the same is free act and deed of said Corporation, and the free act and deed of him personally and as such officer.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Cleveland, Ohio, this 13 day of April, 1993

Victor Weathermer
Notary Public - State of Ohio
My Commission Expires: Section 147

STATE OF OHIO, STARK COUNTY, SS:

Before me, a Notary Public in and for said County and State, personally appeared the above-named FRANKLINTOWN DEVELOPMENT COMPANY, INC., by Bud L. Buxton, its President who acknowledged to me that he did sign the foregoing instrument, and that the same is free act and deed of said Partnership, and the free act and deed of him personally and as such officer.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Canton, Ohio, this 29th day of April, 1993

Thomas W. Minkhart
Notary Public

Prepared by:

Thomas W. Minkhart (10041088), of
KRUGLIAR, WILKINS, GRIFFITHS
DOUGHERTY CO., L.P.A.
4775 Hunson Street, N.W.
P.O. Box 36963
Canton, Ohio 44735-6963
(216) 497-0700

431661.eg/cjk/vr

John Bartolo, PE/PS
Haven R. Grover, PS
Byron-W. Harnishfeger, PS



Robert Hareline	1849
Edward Hareline	1882
George W. Montgomery	1897
Albert Hareline	1913
Chester W. Hareline	1921
George Schaefer	1946
Harold Strohecker	1944

TRANSFER PARCEL

Joseph Demsey

Volume 948 Page 748

To

Situated in the City of Girard, County of Trumbull and State of Ohio:

Known as being Part of Girard City Outlots 100, 101, and 102 in said City of Girard and being further bounded and described as follows:

Beginning at an iron pin set on the southwesterly right-of-way line of South State Street, said point being South 47 degrees 26 minutes 50 seconds East a distance of 85.58 feet from the northeasterly corner of said Outlot 100;
THENCE by the next two courses along said right-of-way line, South 47 degrees 26 minutes 50 seconds East, a distance of 566.14 feet to a point of curvature;
THENCE on a curve to the right having a radius of 1100.17 feet and a cord bearing of South 42 degrees 34 minutes 11 seconds East a distance of 187.09 feet to an iron pin found at the northeasterly corner of lands now or formerly of A. Bucci;
THENCE along said Bucci lands South 68 degrees 35 minutes 00 seconds West a distance of 711.74 feet to an iron pin found;
THENCE North 03 degrees 46 minutes 25 seconds East a distance of 275.53 feet to an iron pin set;
THENCE North 15 degrees 50 minutes 00 seconds West a distance of 467.94 feet to an iron pin set;
THENCE North 76 degrees 22 minutes 10 seconds East a distance of 235.15 feet to the Point of Beginning and containing within said bounds 7.171 acres of land. A survey of this land was made under the supervision of Byron W. Harnishfeger, Registered Surveyor No. 7401, of Hannay, Bartolo & Grover in February of 1993.

307923

MEMORANDUM OF OPTION

This Memorandum of Option is entered into on the 13 day of April, 1993 and both this Memorandum of Option and the Real Estate Option Purchase Agreement entered into on the 21st day of December, 1992 by and between JOSEPH DENNEY, hereinafter referred to as "Optionor," and FRANKLINTON DEVELOPMENT COMPANY, INC. an Ohio Corporation, hereinafter referred to as "Optionee."

Optionor has granted, for valuable consideration described in the Real Estate Option Purchase Agreement, to Optionee the exclusive right and option to buy certain real property situated in the City of Girard, County of Trumbull, State of Ohio also described in Exhibit A attached hereto and made a part hereof at a price and under terms and conditions described in the Real Estate Option Purchase Agreement, with said terms and conditions incorporated herein by reference. The option shall expire at 6:00 p.m. on December 15, 1993.

IN WITNESS WHEREOF, the parties have hereunto set their hands on the date (first above written).

WITNESSES:

Victor WEATHERMER
(Type or Print Name)

Danny & Saliga
Karen & Saliga
(Type or Print Name)

OPTIONOR:

Joseph Denney
JOSEPH DENNEY

RECEIVED FOR RECORD
AT 12:33 O'CLOCK P.M.
JUL 01 1993

OPTIONEE:

FRANKLINTON DEVELOPMENT
COMPANY, INC.

DIANA J. MARCHESE
Recorder of Trumbull County

By:

Bud L. Buxton, President

TERRY B. MOORE
(Type or Print Name)

Thomas W. Winkhart
(Type or Print Name)

STATE OF OHIO, CUYAHOGA COUNTY, SS:

Before me, a Notary Public in and for said County and State, personally appeared the above-named JOSEPH DENNEY, who acknowledged to me that he did sign the foregoing instrument, and that the same is free act and deed of said Corporation, and the free act and deed of him personally and as such officer.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Cleveland, Ohio, this 13 day of April, 1993

Victor WEATHERMER
Notary Public - State of Ohio
My Commission has no. 147

STATE OF OHIO, STARK COUNTY, SS:

Before me, a Notary Public in and for said County and State, personally appeared the above-named FRANKLINTON DEVELOPMENT COMPANY, INC., by Bud L. Buxton, its President who acknowledged to me that he did sign the foregoing instrument, and that the same is free act and deed of said Partnership, and the free act and deed of him personally and as such officer.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Canton, Ohio, this 24 day of April, 1993

Thomas W. Winkhart
Notary Public

Prepared by:
Thomas W. Winkhart (#0041088), of
KRUGLIAK, WILKINS, GRIFFITHS
DOUGHERTY CO., L.P.A.
4775 Hunson Street, N.W.
P.O. Box 36963
Canton, Ohio 44705-6963
(216) 497-0700

John Bartolo, PE/PS
Haven R. Grover, PS
Byron W. Harnishfeger, PS



Robert Hartzline	1849
Edward Hartzline	1882
George W. Montgomery	1897
Albert Haenny	1913
Chester W. Haenny	1921
George Schaefer	1946
Harold Strubecker	1964

TRANSFER PARCEL

Joseph Demsey

Volume 948 Page 748

To

Situated in the City of Girard, County of Trumbull and State of Ohio:

Known as being Part of Girard City Outlots 100, 101, and 102 in said City of Girard and being further bounded and described as follows:

Beginning at an iron pin set on the southwesterly right-of-way line of South State Street, said point being South 47 degrees 26 minutes 50 seconds East a distance of 85.56 feet from the northeasterly corner of said Outlot 100;
THENCE by the next two courses along said right-of-way line, South 47 degrees 26 minutes 50 seconds East a distance of 566.14 feet to a point of curvature;
THENCE on a curve to the right having a radius of 1100.17 feet and a cord bearing of South 42 degrees 34 minutes 11 seconds East a distance of 187.09 feet to an iron pin found at the northeasterly corner of lands now or formerly of A. Bucci;
THENCE along said Bucci lands South 88 degrees 35 minutes 00 seconds West a distance of 711.74 feet to an iron pin found;
THENCE North 03 degrees 46 minutes 25 seconds East a distance of 275.63 feet to an iron pin set;
THENCE North 15 degrees 50 minutes 00 seconds West a distance of 467.94 feet to an iron pin set;
THENCE North 76 degrees 22 minutes 10 seconds East a distance of 235.15 feet to the Point of Beginning and containing within said bounds 7.171 acres of land. A survey of this land was made under the supervision of Byron W. Harnishfeger, Registered Surveyor No. 7401, of Haenny, Bartolo & Grover in February of 1993.

Form GAT 103)

THIS AGREEMENT, made and entered into this 21st day of January, 1987, by and between

Joseph and Rence Demsey

(husband and wife)

P.O. Box 22256, Cleveland, Ohio 44122

(216) 464-8888

highlight called the Letter, and

LOMA ENTERPRISES, INC., 1217 Salt Springs Road, P. O. Box 349, Miles, Dela 44446

Nominating called the Lease, WITNESSETH:

1. That the Lessor, here and in consideration of one dollar (\$1.00) and other valuable consideration in hand paid by the Lessee, the receipt of which is hereby acknowledged, and the covenants and agreements hereinafter contained, does hereby lease and let exclusively unto the Lessee, for the purpose of drilling, operation, use, producing and recovering of oil and gas, and of the conventional thereof, and of injecting air, gas, brine and other substances from any source and into any subsurface strata, and that the parties well advised and have entered into this lease (including but not limited to the right to inject any work on the leasehold property and to otherwise conduct all such secondary or tertiary operations as may be necessary to produce oil and gas from the leased premises) and to transport by pipeline or otherwise across and through said lands oil, gas and their condensates from the subject and other lands, regions and sources of such gas or the location of the wells, which right to transport gas from other properties across the leasehold premises shall survive the term of this lease for so long as the transportation of such gas may be desired by the Lessee, and of placing tanks, equipment, roads and structures thereon to produce and operate the said operations, together with the right to enter into and upon the leased premises at all times for the aforesaid purposes.

purpose, having all that certain tract of land situated in Section 2 of Liberty Township Trumbull County, Ohio, bounded and subdivided as follows:

Martha Swainland of ONCO Corp.

US Route 422

Sold by Order of Evergreen Realty, E.M. Hellen

Consolidated Rail Corp.

Went by lands of _____ 19.18

being all the property owned by Lessor or in which the Lessor may have any rights in and Section 111/112/113 of the said Act shall apply to the same.

948 748 Trumbull County Record of Deeds.

2. This lease shall continue in force and the rights granted hereunder be quietly enjoyed by the Lessee for a term of two years and as much longer thereafter as oil or gas or their condensates are produced or are capable of being produced on the premises in paying quantities, in the judgment of the Lessee, or as the premises shall be operated by the Lessee in the search for oil or gas and as provided in Paragraph 7 hereof.

3. This lease, however, shall become null and void and all rights of either party hereunder shall cease and terminate unless, within six (6) months from the date hereof, a well shall be commenced on the premises, or unless the Lessee shall thereafter pay a delay rental of Two Hundred & no/100 Dollars each year, payments in to be made quarterly (the current amount of a well, and well shall be deemed commenced when preparations for drilling have been commenced).

(A) To deliver to the creek of the Lessor in tank or pipeline, as royalty, free of cost, the equal one-eighth (1/8) part of all oil produced and saved from the premises, or at Lessee's option

(c) To pay to the Lessee, as royalty for the gas marketed and used off the premises and produced from such well defined stratum, the sum of one-eighth (1/8) of the price paid to Lessee per thousand cubic feet at such gas so marketed and used, measured in accordance with Boyle's Law for the measurement of gas at varying pressures, on the basis of 16 ounces above 14.73 pounds atmospheric pressure, at a standard base temperature of 60° Fahrenheit and stipulated tubing temperature of 60° Fahrenheit, without allowance for temperature and barometric variations less impairment charges for transportation or compression paid by Lessee to deliver the gas for sale. Payment of royalty for gas marketed during any calendar month to be an arrear on the 30th day after receipt of each funds by the Lessee.

(10) In the event Lester does not sell the gas to the buyers, Lester shall be paid on the basis of the lowest fluid market price paid by any public utility in the state at the well head for gas of the kind and quality, and on the same basis that such utility would pay for such gas, including any escalation in price that such utility would pay for such gas as if it were a contract for the sale of some kind of commodity.

6. All monies due under this lease shall be paid or tendered to the Lessor by check made payable to the order of and mailed to some as above

and the said named person shall continue as Lessor's agent to receive any and all sums payable under this lease regardless of changes in ownership in the premises, or in the oil or gas or other minerals produced therefrom, until the expiration of the term hereof; provided, however, the Lessee agrees to indemnify the Lessor against all claims for damages or injury to persons or property arising from operations conducted by the Lessee.

[illegible][illegible]

7. In the event a well being drilled hereunder is a dry hole and is plugged according to law, this lease shall become null and void and all rights of either party hereunder shall cease and terminate unless within twelve (12) months from the date of the completion of the plugging of such well, the Lessee shall commence another well, or unless the Lessee after the termination of said twelve month period resumes the payment of delay rental as hereinabove provided.

8. In the event a mail order business is a producing well and the Lessee is unable to market the production therefrom, or should production cease from a producing well drilled on its premises, or should the Lessee desire to shut in producing wells, the Lessee agrees to pay the Lessor, commencing on the date one year from the completion of such producing well or the cessation of production, or the shutting in of producing wells, an advance royalty in the amount and under the terms hereinafter provided for duty rent and production is marketed and sold off the premises or such well is plugged and abandoned according to law. In the event no duty rentals are billed, the advance royalty payable hereunder shall be made on the basis of \$1.00 per acre per year.

9. The consideration, listed rentals or royalties paid and to be paid, as herein provided, are and will be accepted by the Lessor as adequate and full consideration for all the rights herein conveyed to the Lessee, and the further right of drilling or not drilling on the leased premises, whether to offset producing wells on adjacent or adjoining lands or otherwise, as the Lessor may elect.

[illegible]

11. In case the Lessor owns a less interest in the above described premises than the whole and undivided fee simple therein, then the royalties and rentals hereunder provided for shall be paid to the Lessor only in the proportion which such interest bears to the whole and undivided fee. If said fee is owned by two or more parties, or the ownership of any interest therein should hereafter be acquired by purchase, devise or operation of law, said land, nevertheless, may be held, developed and operated as an entirety, and the rentals and royalties shall be divided among and paid to the several owners in the proportion that the acreage owned by each such owner bears to the entire leased acreage.

12. No change of ownership in the leased premises or in the residue or royalties hereunder shall be binding on the Lessee until after notice to the Lessee by delivery of notice in writing duly signed by the parties to the instrument of conveyance or assignment and delivery of a duly certified copy thereof to the Lessee.

12. The Lessee shall have the right to assign and transfer the within lease in whole or in part, and Lessor waives notice of any assignment or transfer of the within lease. Failure of payment of rental or royalty on any part of the lease shall not void the lease as to any other part. Lessor agrees that when and if the within lease is assigned, the Lessor hereby shall be further obligated to execute an assignment thereunder. The Lessor further agrees that, for the protection of the Lessee's interest hereunder, the right to pay and satisfy any claim or lien against the Lessor's interest in the premises as herein leased and thereupon to become subrogated to the rights of such claimant or lien holder, and the right to direct payment of all rentals and royalties to apply on the payment of any claim or lien of the Lessee.

14. The Lessee shall bear, when so requested by the Lessor, all expenses used in conduct of or as to, on, through and off the premises and pay all damages to growing crops caused by operations under this lease. The Lessor agrees to release the premises in accordance with state laws. Any damages to not actually agreed upon, is ascertained and determined by three disinterested persons, one to be selected by the Lessor, one by the Lessee, and the third by the two so appointed, and the award of such three persons shall be final and conclusive on both of us as to all claims. Each party shall pay the cost of their apportion and shall share the cost of the third apportion. Arbitration shall be mandatory. No suit shall be tried within 200 feet of or within 100 feet of the premises.

15. The Lessee shall have the privilege of using sufficient oil, gas and water for operating on the premises and the right at any time during or after the expiration of this lease to remove all pipe, well casing, machinery, equipment or fixtures placed on the premises. The Lessee shall have the right to surrender this lease or any portion thereof by written notice to the Lessor describing the portion which it elects to surrender, or by returning the lease to the Lessor with the endorsement of surrender thereof, or by recording the surrender or partial surrender of this lease, any of which shall be a full and legal surrender of this lease as to all of the premises or such portion thereof as the surrender shall indicate and a cancellation of all liabilities under the same of each and all parties hereto relating in any way to the portion or all the premises indicated on said surrender, and the land rental hereinafter set forth shall be reduced in proportion to the acreage surrendered.

16. In the event the Lessee is unable to perform any of the acts to be performed by the Lessee by reason of force majeure, including but not limited to acts of God, strike, riot, and governmental restrictions including but not limited to restrictions on the use of roads, this lease shall nevertheless remain in full force and effect until the Lessee can perform said act or acts and in no event shall the written lease expire for a period of ninety days after the termination of any force majeure.

17. In the event Lessor considers that Lessee has not complied with any of its obligations hereunder, either express or implied, Lessor shall notify Lessee in writing setting out specifically in what respect Lessee has breached this contract. Lessee shall then have thirty (30) days after receipt of said notice within which to meet or commence to meet all or any part of the breaches alleged by Lessor. The service of said notice shall be precedent to the bringing of any action by Lessor on said lease for any cause, and no such action shall be brought until the lapse of thirty (30) days after service of such notice on Lessee. Neither the service of said notice nor the doing of any acts by Lessee aimed to meet all or any part of the alleged breaches shall be deemed an admission or presumption that Lessee has failed to perform all its obligations hereunder.

18. In consideration of the acceptance of this lease by the Lessee, the Lessor agrees for himself and his heirs, successors and assigns, that no other lease for the minerals covered by this lease shall be granted by the Lessor during the term of this lease or any extension or renewal thereof granted to the Lessee hereunder.

19. All covenants and conditions between the parties hereto shall extend to their heirs, personal representatives, executors and assigns, and the Lessor hereby warrants and agrees to defend the title to the lands herein described. It is mutually agreed that this instrument contains and expresses all of the agreements and understandings of the parties in regard to the subject matter thereof, and as implied covenant, agreement or obligation shall be read into this agreement or imposed upon the parties or either of them. Lessor further agrees to sign such additional documents as may be reasonably requested by Lessee to perfect Lessee's title to the oil and gas leased herein and such other documents relating to the sale of production as may be required by Lessee or others.

IN WITNESS WHEREOF the Lessees have hereunto set their hands.

Signed and acknowledged in the presence of:
Walter Hamilton
Walter Hamilton
Rosalind B. Verdelux
Joseph Densley
Renee Densley
Notary Public Seal: 396, 507

STATE OF OHIO)
COUNTY OF CUYAHOGA) ss: **INDIVIDUAL**
Before me a Notary Public in and for said county and state personally appeared the above named JOSEPH DENSEY AND RENEE DENSEY

who acknowledged to me that they did execute the foregoing instrument and that the same is their own free act and deed for the purposes therein set forth.

In Testimony Whereof, I have hereunto set my hand and affixed my official seal at BEACHWOOD, OHIO
this 21ST day of JANUARY, 1987
STATE OF _____)
COUNTY OF _____) ss: Rosalind B. Verdelux
Notary Public
CORPORATION
Rosalind B. Verdelux
Notary Public, State of Ohio
Recorded in Cuyahoga County
My Comm. Expires 07-15-91

Before me a Notary Public in and for said county and state personally appeared _____
and _____
The President and
Secretary, respectively, of

the above named corporation, and that they did execute the foregoing instrument for and on behalf of said corporation, authorized in authority so to do duly conferred on them by the Board of Directors of said corporation, and that the same is the free act and deed of said corporation and of themselves as such officers, for the uses and purposes therein set forth.

In Testimony Whereof, I have hereunto set my hand and affixed my official seal at _____
this _____ day of _____, 19____
Notary Public

This instrument was prepared by: **LOMA ENTERPRISES, INC.**, 1217 Salt Springs Road, P. O. Box 348, Niles, Ohio 44116

Oil and Gas Lease Form with fields for: No., Acres, From, To, Post Office, Date, Terms, Years, Local, Rec'd for Record, Recorded, Book, Page, County Recorder, RECEIVED FOR RECORD, AT 2:00 o'clock P.M., MAR 26 1987, CLARE O'BRIEN, Recording, Cuyahoga County, Ohio, 12.00, Jarman Printing Co., Alliance, Ohio 44601, 354 PAGE 227

ADDENDUM

1. The Lessee, Loma Enterprises, Inc., will assume responsibility for any damages directly related to drilling and production operations including proper disposal of drilling fluids or brine.
Lessee to comply with all EPA Regulations. RSB JR
2. Lessee to name Joseph and Renee Demsey, and Joseph Demsey Division of Demsteel, Inc. as co-insured for the maximum amount of policy coverage effective at such time when well is permitted for drilling.
3. Lessee to provide \$5000.00 advanced royalty payment to Lessor at the signing of this lease with payments to be deducted from monthly royalty payments to Lessor.
4. Lessor to receive 400,000 cubic feet of gas free each year with all gas in excess of 400,000 cubic feet to be purchased at 37% below East Ohio Gas Company's 500A rate for commercial users. The rate of \$3.15/MCF for additional gas will be fixed for two years.
5. Lessee will run the gas sales line to East Ohio Gas along the south property line adjoining Consolidated Rail property. No East Ohio Gas master meter placement on leased premises.
6. Location of oil tank and production unit to be by mutual agreement which shall not be unreasonably withheld.
7. Lessee shall provide all necessary equipment and all installation of the commercial gas tie-in at Lessee's non-profit cost of materials and construction. All installation is subject to the East Ohio Gas Company safety specifications and inspection.
Lessee to deduct commercial gas tie in payment from royalty payment. RSB Jpl.
8. The commercial gas tie-in engineering design, job supervision and equipment inspection will be the responsibility of Lessee at no cost to the Lessor.

THIS ADDENDUM CONTAINS (8) PARAGRAPHS

State of

Ohio

County of

Summit

ASSIGNMENT OF OIL AND GAS LEASE

KNOW ALL MEN BY THESE PRESENTS

THAT the undersigned

WILLIAM GROSS
3034 Lakewood Drive
Weston, Florida 33332

(hereinafter called Assignor), for and in consideration of One Dollar and other valuable consideration (\$1.00 ovc), the receipt whereof is hereby acknowledged, does hereby sell, assign, transfer and set over unto (hereinafter called Assignee), an undivided working interest as follows:

THE MARITAL TRUST
CREATED UNDER
THE WILLIAM GROSS
REVOCABLE TRUST

in, and to, the oil and gas lease described as follows:

SEE ATTACHED EXHIBIT "A", ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

Together with the rights incident thereto and the personal property thereto, appurtenant thereto, or used or obtained, in connection therewith.

And for the same consideration, the assignor covenants with the said assignee his or its heirs, successors, or assigns that a assignor, is the lawful owner of said lease and rights and interest thereunder and of personal property thereon or used in connection therewith; that the undersigned has good right and authority to sell and convey the same, and that said rights, interest and property are free and clear from all liens and incumbrances, and that all rentals and royalties due and payable thereunder have been duly paid.

In Witness Whereof, the undersigned owner and assignor signed this instrument the 8 day of June 2004.

Signed and acknowledged in the presence of:

Virginia Henchey
Alison Fin

By Alan H. Gross
Alan H. Gross
Trustee of The William Gross
Estate

STATE OF

Florida

COUNTY OF

Broward

The foregoing instrument was acknowledged before me this 8th day of June, 2004 by Alan H. Gross. He/She is personally known to me or has produced _____ as identification.



Loris E Ferguson
My Commission DD183766
Expires May 11, 2007

Lorisse E. Ferguson
Notary Public, State of Florida
Print Name: Lorisse E. Ferguson

My Commission expires: 5-11-07

EXHIBIT "A"
Trumbull County, OH

Well Name	Well ID #	API #	Township	Lease No.	Lessor	Lessee	Lease Date	Recording	Working Interest	Net Revenue Interest
DEMSEY #1	34014800100	3415523221	LIBERTY	1108038 1108039 1108040 1108041 1108042 1108043 1108044	DEMSEY, JOSEPH & RENEE HELLEN EMANUEL G. LAMANCUSA, CARMELO & BETTY GONZE, EUGENE D. & SHIRLEY J. NEALE, LUTHER C. & AUDREY A. PATULEA, GLIGOR CONSOLIDATED RAIL CORP.	LOMA ENTERPRISES, INC. LOMA ENTERPRISES, INC. LOMA ENTERPRISES, INC. LOMA ENTERPRISES, INC. LOMA ENTERPRISES, INC. LOMA ENTERPRISES, INC.	1/21/1987 8/8/1987 4/18/1988 4/14/1988 5/8/1988 5/9/1988 8/1/1988	OR 354/226 OR 386/375 OR 430/718 OR 430/716 OR 430/722 OR 430/724 UNRECORDED	0.08235000	0.07205600
STANDARD SLAG #1	34028600200	3415522349	WEATHERSFIELD	1107023 1107575 1108121 1108336 1108537 1108538 1108539 1108540 1108541 1108542 1108543 1108576	CONSOLIDATED RAIL CORPORATION CROSS, JOE F. ET AL MARSTELLER, WILLIAM E. PATTERSON, W. & P. KERR, JOSEPH WALTER, KEVIN G. & DEBORAH S. STRAH, MICHAEL J. MANNA, KATHERINE B. NUDO, RALPH & HENRIETTA BABUKA, MICHAEL J. & JUDY L. DANILUK, STEPHEN & CYNTHIA STANDARD SLAG COMPANY	LOMA ENTERPRISES LOMA ENTERPRISES MORAIN OIL & GAS MORAIN OIL & GAS LOMA ENTERPRISES LOMA ENTERPRISES LOMA ENTERPRISES MORAIN OIL & GAS LOMA ENTERPRISES LOMA ENTERPRISES EASTERN PETROLEUM COMPANY MORAIN OIL & GAS	7/29/1983 12/21/1980 9/16/1982 10/29/1982 11/9/1991 12/14/1990 12/19/1990 10/25/1982 1/14/1991 1/14/1991 11/28/1982 8/25/1982	OR 152/370 OR 589/356 OR 112/723 OR 120/470 OR 588/332 OR 588/348 OR 588/336 OR 120/468 OR 588/334 OR 588/378 UNRECORDED OR 114/579	0.08470000	0.05398500
VIRGIEN #1	34015801000	3415523220	CITY OF NILES LIBERTY LIBERTY	1107020 1108036 1108037	CONSOLIDATED RAIL CORP. CAUFIELD, CRANDON E. ET AL STANDARD SLAG COMPANY	LOMA ENTERPRISES, INC. LOMA ENTERPRISES, INC. LOMA ENTERPRISES, INC.	2/4/1988 4/28/1987 5/31/1988	OR 412/628 OR 371/241 OR 421/771	0.08235000	0.06970900

Instr: 200407090022741 07/09/2004
P: 2 of 2 F: \$100.00 2:17PM
Diana Marchese T20040016139
Trumbull County Recorder EPHOTH COR

ASSIGNMENT OF ROYALTY INTEREST
IN AND TO OIL AND GAS LEASE
AND BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS:

That for and in consideration of the sum of Four Thousand Two Hundred Dollars (\$4,200.00) in hand paid, the receipt and sufficiency of which is hereby acknowledged, Joseph Demsey and Renee Demsey, his wife, of P.O. Box 22256 Cleveland, Ohio 44122, hereinafter referred to as Assignors or lessors, as lessors under that certain oil and gas lease dated January 21, 1987, and recorded March 26, 1987 in OR 354, page 226 of the Trumbull County Records wherein the original lessee was Loma Enterprises, Inc., do hereby grant, sell, transfer, assign, and convey all of their right, title and interest in said oil and gas lease, including a 6.4737% royalty interest to

North Coast Energy, Inc.
1993 Case Parkway
Twinsburg, Ohio 44087

hereinafter referred to as lessee or Assignee, together with all rights incident thereto including, without exclusion, landowner royalties payable by the current operator, North Coast Energy, Inc., its successors and assigns, on production from the Demsey #1 Well, API# 34-155-2-3221, P/L - Folio # 05-09147, tank # 23515, which was drilled by directly utilizing in its entirety the 20.308 lease, (as per a Certificate of Title prepared by Attorney Michael E. Grove of the law firm of Grove and Kragalott, under cover of December 11, 1987), which was consolidated with one or more leases

Assignors and Assignee acknowledge that each party has fully performed its respective obligations under the Leases and hereby release, acquit and forever discharge each other from any and all claims, demands, actions and causes of action of any kind, nature or description whatsoever with respect to said Leases and any and all agreements and arrangements between the parties through the date hereof.

The provisions hereof shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, devisees, legal representatives, successors and assigns. This instrument may be executed in counter parts, and each such document shall be treated as an original.

IN WITNESS WHEREOF, this Assignment and Bill of Sale has been executed and delivered as of the 20th day of December, 2000.

Vicki L. Zanzella
Vicki L. Zanzella

by A. Vondra
Witness

by A. Vondra

INDIVIDUAL ACKNOWLEDGEMENT

Joseph Demsey
Joseph Demsey

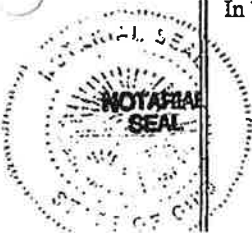
Renee Demsey
Renee Demsey, his wife

STATE OF OHIO)

COUNTY OF SUMMIT) SS:

On this, 20th day of December, 2000, before me
Timothy M. Silker the undersigned officer, personally appeared Joseph Demsey and Renee Demsey, his wife, known to me (or satisfactorily proven) to be the persons whose names they subscribed to the within instrument that they executed the same for the purposes therein contained.

In Testimony Whereof, I have hereunto set my hand and official seal



TIMOTHY M. SILKER
NOTARY PUBLIC STATE OF OHIO
COMMISSION EXP SEP. 9, 2004

Timothy M. Silker
Notary Public

ACCEPTANCE OF ASSIGNMENT

The within and foregoing Assignment of Oil and Gas Leases and Bill of Sale is hereby accepted along with all of the terms and conditions therein contained.

IN WITNESS WHEREOF, this instrument is signed on the 20th day of December, 2000.

Witnessed By:

NORTH COAST ENERGY, INC.

[Signature]
[Signature]
[Signature]
[Signature]

By: [Signature]
Garry Regan
President

STATE OF OHIO)
COUNTY OF SUMMIT)

SS: Corporate Acknowledgement

Before me, a Notary Public in and for said County and State, personally appeared Garry Regan, President of North Coast Energy, Inc., who after being duly sworn according to law, acknowledged that he did sign the foregoing instrument and that the same was his free act and deed as such officer, and the free and corporate act of said North Coast Energy, Inc., for the uses and purposes therein.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at Twinsburg, Ohio, the 20th day of December, 2000.

[Signature]
Notary Public

TIMOTHY M. SILKER
NOTARY PUBLIC STATE OF OHIO
COMMISSION EXP SEP. 9, 2002



This Instrument Prepared By:
North Coast Energy, Inc.
1993 Case Parkway
Twinsburg, Ohio 44087

Instr: 200012210046234 12/21/2000
Pages: 2 of 2 F: \$16.00 10:26AM
Diana Marchese T20000040399
Trumbull County Recorder MLNORTH CO

398078

**SATISFACTION OF MORTGAGE AND
AN AFFIDAVIT OF FACT**

RECEIVED FOR RECORD

APR 10 1996

DIANA J. MARCHESE
Recorder of Trumbull County

THIS IS TO CERTIFY, That the conditions of a certain Mortgage and Security Agreement filed on June 22, 1994, given by JOSEPH DEMSEY to secure the payment of \$30,000.00, and recorded under Instrument Number 341041 of Trumbull County Records, and an Affidavit of Fact filed on April 25, 1994, and recorded under Instrument Number 335310 of Trumbull County Records, have been fully complied with, and the same is hereby satisfied and discharged.

Signed this 13th day of July 1995.

In the Presence of:

EARTH SCIENCES CONSULTANTS, INC.:

[Signature]

By:

[Signature: Kenneth E. Reinhard]
KENNETH E. REINHARD
Vice President, Risk Management

THE COMMONWEALTH OF PENNSYLVANIA)

WESTMORELAND COUNTY)

Before me, a Notary Public in and for said County, personally appeared the above-named KENNETH E. REINHARD, an officer of Earth Sciences Consultants, Inc., and acknowledged that he did sign the foregoing instrument, and that the same is his free act and deed, this 13th day of

July, 1995.

[Signature: Mary Lee Murrin]
NOTARY PUBLIC

Notarial Seal
Mary Lee Murrin, Notary Public
Murrysville Boro, Westmoreland County
My Commission Expires April 9, 1998
Member, Pennsylvania Association of Notaries

341041

RECEIVED FOR RECORD
AT 9:50 O'CLOCK A M
JUN 22 1994

DIANA J. MARCHESE
Recorder of Trumbull County
26⁰²

MORTGAGE DEED AND SECURITY AGREEMENT

Total Indebtedness Not to Exceed Thirty Thousand Dollars
(\$30,000.00)

THIS MORTGAGE AND SECURITY AGREEMENT ("Security Agreement") is given on June 15, 1994. Mortgagor is **JOSEPH DEMSEY**, an individual, married ("Debtor"), of 3900 East 91st Street, Cleveland, Ohio, 44105. The security instrument is given to **EARTH SCIENCES CONSULTANTS, INC.** of Uniontown, Ohio, which is organized and existing under the laws of the United States of America, and whose address is 3575 Forest Lake Drive, Uniontown, Ohio, 44685 ("Creditor"). Debtor owes Creditor the principal sum of **Thirty Thousand Dollars (\$30,000.00)**. This debt is evidenced by Debtor's note dated the same date as this security instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable twenty-seven (27) months from the date hereof. The Security Instrument secures to Creditor: the repayment of the debt evidenced by the Note and the performance of Debtor's covenants and agreements under this Security Instrument and the Note. For this purpose, Debtor does hereby mortgage, grant, and convey to the Creditor the following described property which has the address of 1300 South State Street, Girard, Ohio.

(See Exhibit "A" attached hereto and incorporated herein.)

Together with all the buildings and improvements now or hereafter erected thereon, including all heating, air conditioning, plumbing, lighting fixtures, and equipment and all apparatus of similar nature, whether affixed to the premises or merely placed therein, which is now or which may hereafter be placed in any building or improvement now or hereafter on the property, together with all the estate, right, title, and interest of the said Debtor in and to said property, including easements, rights, appurtenances, water rights, stock, rents, royalties, mineral, oil, and gas rights and profits arising from the property and the issues and profits thereof, all of which are assigned and transferred and set over unto the Creditor, including all rents, royalties, issues and profits now due or which may hereafter become due.

Debtor covenants that Debtor is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant, and convey the property and that the property is unencumbered, except for easements, rights of way, restrictions and reservations of record, and leases, if any, or zoning ordinances, if any, taxes and assessments both general and special, and a certain option to purchase a portion of premises held by Franklin Town Development Company, Inc. Debtor warrants and will defend the title to the property of all claims and demands, subject to any encumbrances permitted under the terms of this Security Agreement.

See last # 399078 OK 100 P 9699

Covenants. Creditor and Debtor covenant and agree as follows:

1. Debtor shall promptly pay when due the principal as evidenced by the Note and under this Security Agreement.
2. Debtor shall pay all taxes, assessments, charges, fines, and impositions attributable to the property which may attain priority over the Security Agreement, and leasehold payments of ground or ground rents, if any. Debtor shall pay these obligations on time directly to the person owed payment.
3. Debtor shall promptly discharge any liens which have priority over this Security Agreement except for real estate taxes and assessments, general and special.
4. Debtor shall not destroy, damage, or substantially change the property, allow the property to deteriorate or commit waste.
5. If Debtor fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Creditor's rights in the property (such as proceeding in bankruptcy, probate, condemnation, or to enforce laws or regulations), then Creditor may do and pay for whatever is necessary to protect the value of the property and Creditor's rights in the property. Creditor's actions may include paying any sum secured by a lien which has priority over the Security Instrument, appearing in Court, paying reasonable attorney's fees, entering on the property to make repairs, and making such repairs as Creditor may deem necessary to protect its interest in the property. Although Creditor may take action under this paragraph, Creditor does not have to do so.
6. Any of these amounts disbursed by Creditor under Paragraph 5 shall become additional debt of Debtor secured by this Security Instrument.
7. Proceeds of any award or claim for damages, direct, or consequential in connection with any condemnation or other taking of any part of the property or full

conveyance in lieu of condemnation are hereby assigned to Creditor to the extent of the remaining unpaid balance of the Note and shall be paid to Creditor.

8. This Security Agreement shall be governed by Ohio law and the law of the jurisdiction in which the property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end, the provisions of the Security Instrument and the Note are declared to be severable.

9. If all or any part of the property or interest in it is sold, transferred, or assigned (or if a beneficial interest in Debtor is sold, transferred, or assigned), either voluntarily or involuntarily with or without Creditor's prior written consent, excluding; (a) the creation of a lien or encumbrance subordinate to this Security Agreement; (b) creation of a purchase money security interest for household appliances; (c) transfer by devise, descent, or by operation of law upon the death of a joint tenant, or the grant of any leasehold interest for three years or less not containing an option to purchase, Creditor will require immediate payment in full of all sums secured by the Security Instrument.

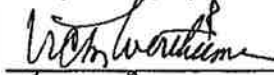

10. If Debtor shall default in the payment of any installment, when the same becomes due, including any additional payments required under the Note or Security Instrument, or in the event Debtor shall default in the observance or performance of any of the covenants, terms or conditions of this Note or Security Agreement, or in the event that proceedings are brought to foreclose or marshal liens on the property, or in the event that Debtor is adjudicated as bankrupt, Creditor, at its option, may require immediate payment in full of all sums secured by this Security Instrument without notice or demand and may foreclose this Security Instrument by judicial proceeding. Creditor shall be entitled to all expenses incurred in pursuing any remedies provided for in this Security Instrument, including, but not limited to, court costs, attorney's fees, and costs of preliminary judicial.

11. Upon payment of all sums secured by this Security Instrument, Creditor shall discharge this Security Instrument without charge to Debtor. Debtor shall pay any recordation costs.

BY SIGNING BELOW, DEBTOR ACCEPTS AND AGREES TO THE TERMS AND COVENANTS CONTAINED IN THIS SECURITY INSTRUMENT EXECUTED BY DEBTOR AND RECORDED WITH IT.

IN WITNESS WHEREOF, the Grantor has hereunto set its hand at Cleveland, Ohio, this 15th day of June, 1994.

Signed and acknowledged
in the presence of:


JOSEPH DEMSEY, Personally

STATE OF OHIO

COUNTY OF CUYAHOGA

SS:

IN TESTIMONY WHEREOF, before me, a Notary Public in and for said county and state, personally appeared the above-named JOSEPH DEMSEY, who acknowledged that he did sign the foregoing instrument, and that the same is his free act and deed.

JUNE 15, 1994


NOTARY PUBLIC

This instrument prepared by:
CHRISTINE C. BAJOREK, ESQ.
DAVID M. DOUGLASS & ASSOCIATES
55 Public Square
2000 Illuminating Building
Cleveland, OH 44113-1901
(216) 771-1776

VICTOR WEATHERMER, Attorney at Law
Notary Public - State of Ohio
My Commission has no expiration date
Section 147.03 R.C.

VictorWeathermer.org

Situated in the City of Girard, County of Trumbull and State of Ohio:

And known as being partly in Section 1 and 2 of the original survey of Liberty Township and further known as being Out Lots 100, 101, 102 and part of Out Lot No. 104 in the City of Girard, Trumbull County, Ohio, being more fully bounded and described as follows:

Beginning at an iron pin in the southwesterly line of South State Street, said point being also at the northeasterly corner of Out Lot No. 100, and is also the northeasterly corner of Parcel No. 3, shown in a deed of lands of Hill Hubbell Company, an Ohio Corporation, as shown and recorded in Trumbull County Records of Deeds Volume 756, Page 28; thence S. 47° 26' 50" E. along the southwesterly line of said South State Street, a distance of 651.70 feet to an iron pin; thence southeastwardly by a curve to the right, having a radius of 1,100.17 feet along the southwesterly line of said South State Street on a chord which bears S. 41° 53' 50" E., a distance of 207.78 feet to an iron pin; thence S. 68° 35' W. a distance of 264.25 feet to an iron pin; thence S. 21° 25' E. a distance of 394.82 feet to an iron pin; thence S. 68° 35' W., a distance of 227.93 feet to an iron pin; thence N. 21° 25' W. a distance of 86.33 feet to an iron pin; thence S. 68° 35' W., a distance of 349.82 feet to an iron pin in the northeasterly right of way line of the Erie Railroad Company (The Cleveland and Mahoning Railway Company); thence N. 32° 20' 30" W. along the northeasterly right of way line of said Erie Railroad Company, a distance of 1,108.66 feet to an iron pin in the southwesterly corner of said Out Lot No. 100; thence N. 68° 36' E. along the northerly line of said Out Lot No. 100, a distance of 692.93 feet to the place of beginning, and containing within said bounds 19.18 acres of land, according to a survey of John P. Salak, Surveyor, dated June 23, 1967, be the same more or less but subject to all legal highways.

EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PREMISES:

Situated in the City of Girard, County of Trumbull and State of Ohio:

Being known as part of Out Lot #104 in the latest of numeration of lots in said City of Girard and being more fully bounded and described as follows:

Beginning at an iron pin found at the easterly most corner of Out Lot #102 (said pin also being on the southwesterly right-of-way line of Federal Street); thence S. 68° 35' W. and along the southeasterly line of said Out Lot #102, a distance of 264.25 feet to an iron pin set, thence S. 21° 25' E. a distance of 174.98 feet to an iron pin set and the true place of beginning; thence continuing S. 21° 25' E. a distance of 219.84 feet to an iron pin found, thence S. 68° 35' W. a distance of 227.93 feet to an iron pin found, thence N. 21° 25' W., a distance of 86.33 feet to an iron pin found, thence S. 68° 35' W., a distance of 345.41 feet to a point; (said point being N. 68° 35' E. a distance of 4.41 feet from an iron pin at the southerly most corner of said Out Lot #104); thence N. 55° 28' 30" E. and along a line being southeasterly one foot from and parallel to an existing fence a distance of 588.68 feet to an iron pin set and the true place of beginning and containing therein 1.330 acres of land, be the same more or less but subject to all legal highways.

Being known as part of Out Lot #104 in the latest numeration of lots in said City of Girard and being more fully bounded and described as follows:

Beginning at an iron pin found at the easterly most corner of Out Lot #102 (said iron pin also being on the southwesterly right-of-way line of Federal Street); thence S. 68° 35' W. and along the southeasterly line of said Out Lot #102 a distance of 264.25 feet to an iron pin found and the true place of beginning; thence S. 21° 25' E. a distance of 174.98 feet to an iron found; thence S. 55° 28' 30" W. a distance of 122.33 feet to an iron pin set; thence N. 21° 25' W. a distance of 202.72 feet to an iron pin set on aforesaid southeasterly line of Out Lot #102; thence N. 68° 35' E. and along said line a distance of 119.14 feet to an iron pin found and the true place of beginning and containing therein 22,500.05 square feet of land or 0.5165 acres of land, be the same more or less but subject to all legal highways.

A

61789

MINERAL DEED

RECEIVED FOR RECORD
AT 2:12 O'CLOCK P.M.
AUG 10 1983
CLARE O'BRIEN
Recorder, Trumbull County, Ohio

10.00

STATE OF OHIO }
COUNTY OF TRUMBULL } SS:

KNOW ALL MEN BY THESE PRESENTS:

That Asphalt Specialist, Inc. (hereinafter "Grantor") of the County of Trumbull and State of Ohio, for valuable consideration, the receipt of which is hereby acknowledged, has granted, bargained, sold and conveyed and does by these presents grant, bargain, sell and convey unto Joseph Demsey ("Grantee") of the County of Cuyahoga and State of Ohio, all its interest in and to the oil and gas in and under the following described land, situated in Trumbull County, Ohio, to-wit:

Situated in the City of Girard, County of Trumbull and State of Ohio: Also known as being in Great Lot No. 2 in the City of Girard and being part of Out Lot No. 104, being further described as follows: Beginning at an iron pin on the intersection of the westerly right of way of South State Street and the northerly line of Out Lot 104; thence South 68 degrees, 28' W. along the north line of Out Lot No. 104, 264.25 feet to an iron pin; thence South 21 degrees 38' E., 174.00 feet to an iron pin; thence North 68 degrees 28' E., 296.36 feet to an iron pin, said pin being on the westerly right of way line of South State Street; thence along the westerly right of way line of said street by a curve to the left having a radius of 1100.17 feet and an arc length of 177.00 feet to the place of beginning and containing within the above described boundaries about 1.128 acres of land, but subject to all legal highways and easements of record.

To have and to hold and above-described property unto him, his heirs, legal representatives and assigns forever; and Grantor hereby covenants with said Grantee, his heirs and assigns, that it is well seized of the oil and gas rights, in, upon and under the above-described premises and has good right to bargain and sell the same and does hereby bind itself, its successors and assigns to warrant and forever defend all and singular the rights to oil and gas unto Joseph Demsey, his heirs and assigns, against all persons whomsoever lawfully claiming or attempting to claim them or any part thereof.

It is expressly understood and agreed that Grantee, his heirs, and assigns, shall not enter upon the above-described land for the purpose of drilling, producing or otherwise removing said oil and gas from the above-described land.

WITNESS my hand this 2 day of August, 1983.

Witness:

ASPHALT SPECIALIST, INC.

Robert Duccia

By *Don J. Duccia*
Its President

Frank H. Harvey, Jr.

By *Frank H. Harvey, Jr.*
Its Attorney

This Instrument prepared by
Frank H. Harvey, Jr., Esq.
Brouse & McDowell
500 First National Tower
Akron, OH 44308
(216) 535-5711

NO TRANSFER NECESSARY

Aug 10 1983

Patrick J. Sullivan
PATRICK J. SULLIVAN AUDITOR

STATE OF OHIO)
) SS:
COUNTY OF SUMMIT)

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above named ASPHALT SPECIALIST, INC. by Dan T. Bucci, its President, who acknowledged that he did sign the foregoing Mineral Deed and that the same is the free act and deed of said corporation and the free act and deed of him personally and as such officer.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Akron, Ohio, this 3rd day of August, 1983.


Notary Public

FRANK H. LEACH, JR., Attorney
Notary Public-- State of Ohio
My commission has no expiration date
SECTION 147.03 R.C.



188360

472 r: B: 34

88-G-1768
V4498FORM 137 (REV. 4-87) Distribution Easement
FD NO. 1001204

KNOW ALL MEN BY THESE PRESENTS:

That Joseph Demsey & Renee Demseythe Grantor(s), claiming title by virtue of instrument recorded in Volume 948Page 748 of the Trumbull County Records, for and in consideration ofthe sum of One Dollar (\$1.00) and other valuable considerations received to their full satisfaction of OHIO EDISON COMPANY, an Ohio corporation, the Grantee, do(es) hereby grant unto Grantee, its successors and assigns, an easement and right of way, together with the rights and privileges hereinafter set forth, for lines for the distribution of electric current, including communication facilities, upon, over and across the following described premises:Situating in the City/Township of Girard, County of Trumbull, State of Ohio, and being a part of Sections 1 & 2 of the original survey of Liberty Township and further known as being Out Lots 100, 101, 102, 103 & 104 in the City of Girard.

The right of way above referred to is described as follows:

Beginning at an existing Ohio Edison Company pole presently located on the grantors' property, said pole marked 85-106 and is covered in a previous easement recorded February 10, 1969 in Volume 893 Page 826, the centerline of an Ohio Edison Company distribution pole line shall extend in a southwesterly direction for a distance of approximately two hundred (200') feet to a pole located approximately six hundred thirty (630') feet northerly of the grantors' southerly property line and within five (5') feet easterly of the grantors' westerly property line; thence said centerline shall continue in a southwesterly direction and shall exit the grantors' westerly property line to enter lands now or formerly belonging to Conrail, Incorporated.

Services shall extend from the above described pole line. Grantors agree that no building, obstruction or impediment shall be placed within eight (8') feet measured horizontally or within ten (10') feet measured vertically of the conductors on the above described pole line.

There shall be no guy wires or anchors extending from the additional pole being placed on this parcel of land.

RECEIVED FOR RECORD
At 12:30 o'clock P.M.
MAR 1 - 1989
CLARE O'BRIEN
Recorder, Trumbull County, Ohio
P/O. r.o

The easement and rights herein granted shall include the right to erect, inspect, operate, replace, relocate, remove, repair, patrol and permanently maintain upon, over, under and along the above described right of way across said premises all necessary structures, wires, cables and other usual fixtures and appurtenances used for or in connection with the distribution of electric current, including communication facilities, and the right of reasonable ingress and egress upon, over and across said premises for access to and from said right of way, and the right to trim, cut, remove or control by any other means at any and all times such trees, limbs and underbrush within or adjacent to said right of way as may interfere with or endanger said structures, wires or appurtenances, or their operation.

TO HAVE AND TO HOLD the said easement, rights and right of way and its appurtenances unto said Grantee, its successors and assigns, forever, and the Grantor(s) represent(s) that they is/are the owner(s) of the above-mentioned premises herein described.

IN WITNESS WHEREOF, _____ has/have
executed this easement this 7 day of February, 1989.

SIGNED IN THE PRESENCE OF:

Renee Demsey
Renee Demsey
S. Joseph Colaluca
Notary Public
for the State of Ohio

Joseph Demsey
Joseph Demsey - Husband
Renee Demsey
Renee Demsey - Wife

This instrument
was prepared by
FRANCES MCGOVERN
Attorney at Law

STATE OF OHIO

COUNTY OF CUYAHOGA

SS:

The foregoing instrument was acknowledged before me this 7th day of February, 1989

by Joseph Demsey & Renee Demsey, Grantor(s).



Kathleen H. Condon
Notary Public
Kathleen H. Condon

THIS SPACE RESERVED FOR
RECORDER'S STAMP

188360

MAILED TO THE
P.O. BOX 100
YOUNGSTOWN, OH 44601
ATTN: G. D. COLUCCI

TELE. DEPT.

472-1111 35

LIMITED WARRANTY DEED

(Pursuant to Ohio Revised Code §5302.08)

KNOW ALL MEN BY THESE PRESENTS:

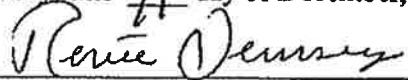
THAT, **RENEE DEMSEY**, a married woman, of Cuyahoga County, Ohio, for valuable consideration paid, grants with limited warranty covenants to **1300 State Road LLC**, an Ohio limited liability company, whose tax-mailing address is 1015 West 30th Street, P. O. Box 800, Ashtabula, Ohio 44005, the real property described in Exhibit "A" attached hereto, consisting of two (2) pages, and incorporated herein by reference, free and clear of any and all liens, encumbrances, pledges, claims, chargers, rights of first refusal, security interests, deeds of trust, mortgages, restrictions, rights of third parties, and other exceptions to title whatsoever, except zoning ordinances, legal highways, rights, reservations, restrictions, easements and other conditions of record, and real estate taxes and assessments, both general and special, which are a lien but not yet due and payable.

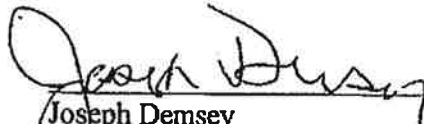
Joseph Demsey, the husband of the Grantor, releases all rights of dower therein.

Prior Instrument Reference: OR 1008, Page 700 of Trumbull County Records.

Permanent Parcel Nos. 14-124920, 14-124921 and 14-124922.

WITNESS the hand and seal of the Grantor, Renee Demsey, and her husband, Joseph Demsey, this 11th day of December, 2007.


Renee Demsey


Joseph Demsey

STATE OF OHIO, COUNTY OF CUYAHOGA, ss:

BE IT REMEMBERED that on the 11th day of December, 2007, before me, a Notary Public, in and for said county and state, personally came and appeared the above-named Grantor, Renee Demsey, a married woman, and her husband, Joseph Demsey, who under penalty of perjury in violation of Ohio Revised Code §2921.11 represented to me to be such persons, and who acknowledged that they did sign the foregoing instrument and that the same is their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my notary seal on the day and year last aforesaid.


Notary Public

Marvin A. Sicherman, Notary Public at Law
Notary Public - State of Ohio
My commission has no expiration date.
Session 12203 R.C.

This Instrument Prepared as an Ohio Limited Warranty Deed:

Marvin A. Sicherman (#0007355)

Dettelbach, Sicherman & Baumgart

1100 AmTrust Bank Center - 1801 East 9th Street

Cleveland, OH 44114-3169

Phone: (216) 696-6000 - Fax: (216) 696-3338

email: msicherman@dsb-law.com

NOTARIAL
SEAL

Instr: 200712180032496 12/18/2007
P: 2 of 3 F: \$36.00 1:40PM
Diana Marchese T20070027434
Trumbull County Recorder BX(73)TITL

EXHIBIT "A"

LEGAL DESCRIPTION OF PROPERTY BEING CONVEYED

Situated in the City of Girard, County of Trumbull, State of Ohio, described as follows:

SITUATED IN THE CITY OF GIRARD, COUNTY OF TRUMBULL AND STATE OF OHIO: AND KNOWN AS BEING PARTLY IN SECTION 1 AND 2 OF THE ORIGINAL SURVEY OF LIBERTY TOWNSHIP AND FURTHER KNOWN AS BEING OUT LOTS 100, 101, 102 AND PART OF OUT LOT NO. 104 IN THE CITY OF GIRARD, TRUMBULL COUNTY, OHIO, BEING MORE FULLY BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT AN IRON PIN IN THE SOUTHWESTERLY LINE OF SOUTH STATE STREET, SAID POINT BEING ALSO AT THE NORTHEASTERLY CORNER OF OUT LOT NO. 100, AND IS ALSO THE NORTHEASTERLY CORNER OF PARCEL NO. 3, SHOWN IN A DEED OF LANDS OF HILL HUBBELL COMPANY, AN OHIO CORPORATION, AS SHOWN AND RECORDED IN TRUMBULL COUNTY RECORDS OF DEEDS VOLUME 756, PAGE 28; THENCE S. 47° 26' 50" E ALONG THE SOUTHWESTERLY LINE OF SAID SOUTH STATE STREET, A DISTANCE OF 651.70 FEET TO AN IRON PIN; THENCE SOUTHEASTWARDLY BY A CURVE TO THE RIGHT HAVING A RADIUS OF 1,100.17 FEET ALONG THE SOUTHWESTERLY LINE OF SAID SOUTH STATE STREET ON A CHORD WHICH BEARS S. 41° 53' 50" E, A DISTANCE OF 207.78 FEET TO AN IRON PIN; THENCE S. 68° 35' W. A DISTANCE OF 264.25 FEET TO AN IRON PIN; THENCE S. 21° 25' E A DISTANCE OF 394.82 FEET TO AN IRON PIN; THENCE S. 68° 35' W., A DISTANCE OF 227.93 FEET TO AN IRON PIN; THENCE N. 21° 25' W. A DISTANCE OF 86.33 FEET TO AN IRON PIN; THENCE S. 68° 35' W., A DISTANCE OF 349.82 FEET TO AN IRON PIN IN THE NORTHEASTERLY RIGHT OF WAY LINE OF THE ERIE RAILROAD COMPANY (THE CLEVELAND AND MAHONING RAILWAY COMPANY); THENCE N. 32° 20' 30" W. ALONG THE NORTHEASTERLY RIGHT OF WAY LINE OF SAID ERIE RAILROAD COMPANY, A DISTANCE OF 1,108.66 FEET TO AN IRON PIN IN THE SOUTHWESTERLY CORNER OF SAID OUT LOT NO. 100; THENCE N. 68° 36' E ALONG THE NORTHERLY LINE OF SAID OUT LOT NO. 100, A DISTANCE OF 692.93 FEET TO THE PLACE OR BEGINNING, AND CONTAINING WITHIN SAID BOUNDS 19.18 ACRES OF LAND, ACCORDING TO A SURVEY OF JOHN P. SALAK, SURVEYOR, DATED JUNE 23, 1967.

EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PREMISES:

SITUATED IN THE CITY OF GIRARD, COUNTY OF TRUMBULL AND STATE OF OHIO: BEING KNOWN AS PART OF OUT LOT #104 IN THE LATEST OF NUMERATION OF LOTS IN SAID CITY OF GIRARD AND BEING MORE FULLY BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT AN IRON PIN FOUND AT THE EASTERLY MOST CORNER OF OUT LOT #102 (SAID PIN ALSO BEING ON THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF FEDERAL STREET): THENCE S. 68° 36' W. AND ALONG SOUTHEASTERLY LINE OF SAID OUT LOT #102, A DISTANCE OF 264.25 FEET TO AN IRON PIN SET, THENCE S. 21° 25' E A DISTANCE OF 174.98 FEET TO AN IRON PIN SET AND THE TRUE PLACE OF BEGINNING; THENCE CONTINUING S. 21° 25' E A DISTANCE OF 219.84 FEET TO AN IRON PIN FOUND, THENCE S. 68° 35' W. A DISTANCE OF 227.93 FEET TO AN IRON PIN FOUND, THENCE N. 21° 25' W., A DISTANCE OF 86.33 FEET TO AN IRON PIN FOUND, THENCE S. 68° 35' W., A DISTANCE OF 345.41 FEET TO A POINT (SAID POINT BEING N. 68° 35' E A DISTANCE OF 4.41 FEET FROM AN IRON PIN AT THE SOUTHERLY MOST CORNER OF SAID OUT LOT #104); THENCE N. S55° 28' 30" E AND ALONG A LINE BEING SOUTHEASTERLY ONE FOOT FROM AND PARALLEL TO AN EXISTING FENCE A DISTANCE OF 588.68 FEET TO AN IRON PIN SET AND THE TRUE PLACE OF BEGINNING AND CONTAINING THEREIN 1.330 ACRES OF LAND.

Instr: 200712180032498 12/18/2007
P: 3 of 3 F: \$36.00 1:40PM
Diana Marchese T20070027434
Trumbull County Recorder BX(73)TITL

BEING KNOWN AS PART OF OUT LOT #104 IN THE LATEST NUMERATION OF LOTS IN SAID CITY OF GIRARD AND BEING MORE FULLY BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT AN IRON PIN FOUND AT THE EASTERLY MOST CORNER OF OUT LOT #102 (SAID IRON PIN ALSO BEING ON THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF FEDERAL STREET); THENCE S. 68° 35' W. AND ALONG THE SOUTHEASTERLY LINE OF SAID OUT LOT #102 A DISTANCE OF 264.25 FEET TO AN IRON PIN FOUND AND THE TRUE PLACE OF BEGINNING; THENCE S. 21° 25' E A DISTANCE OF 174.98 FEET TO AN IRON FOUND; THENCE S. 55° 28' 30" W. A DISTANCE OF 122.33 FEET TO AN IRON PIN SET THENCE N. 21° 25' W. A DISTANCE OF 202.72 FEET TO AN IRON PIN SET ON AFORESAID SOUTHEASTERLY LINE OF OUT LOT #102; THENCE N. 68° 35' E AND ALONG SAID LINE A DISTANCE OF 119.14 FEET TO AN IRON PIN FOUND AND THE TRUE PLACE OF BEGINNING AND CONTAINING THEREIN 22,500.05 SQUARE FEET OF LAND OR 0.5165 ACRES OF LAND

SITUATED IN THE CITY OF GIRARD, COUNTY OF TRUMBULL AND STATE OF OHIO: AND KNOWN AS BEING PART OF GIRARD CITY OUTLOTS 102 AND 104 IN SAID CITY OF GIRARD AND BEING FURTHER BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT AN IRON PIPE FOUND ON THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF SOUTH STATE STREET, SAID POINT BEING THE NORTHEASTERLY CORNER OF OUTLOT 104 AND THE LANDS NOW OR FORMERLY OF A. BUCCI; THENCE BY THE NEXT THREE COURSES ALONG SAID BUCCI LANDS; SOUTH 68° 35' 00" WEST, A DISTANCE OF 383.39 FEET TO AN IRON PIN SET; THENCE SOUTH 21° 26' 25" EAST, A DISTANCE OF 202.72 FEET TO AN IRON PIN SET; THENCE SOUTH 55° 30' 00" WEST, A DISTANCE OF 460.35 FEET TO AN IRON PIN SET; THENCE NORTH 02° 08' 27" WEST, A DISTANCE OF 346.34 FEET TO AN IRON PIN SET; THEN NORTH 68° 35' 00" EAST, A DISTANCE OF 711.74 FEET TO AN IRON PIN SET ON THE RIGHT-OF-WAY OF SAID SOUTH STATE STREET; THENCE ALONG SAID RIGHT-OF-WAY ON A CURVE TO THE RIGHT HAVING A RADIUS OF 1,100.17 FEET AND A CHORD BEARING SOUTH 37° 09' 04" EAST, A DISTANCE OF 20.78 FEET TO THE POINT OF BEGINNING AND CONTAINING WITHIN SAID BOUNDS 2.574 ACRES OF LAND.

A SURVEY OF THIS LAND WAS MADE UNDER THE SUPERVISION OF BYRON W. HARNISHFEGGER, REGISTERED SURVEYOR NO. 7401, OF HAENNY, BAROLO & GROVER, IN OCTOBER, 1992.

REAL PROPERTY TRANSFER TAX
TRANSFERRED AND PAID

504 DEC 18 2007
In the Amount Of 601.00 LMP
Adrian S. Biviano, Trumbull County Auditor

TRUMBULL COUNTY AUDITOR
BB
DEC 17 2007
SHEETS 47-48
TAX MAP DEPT.

APPROVED

DEC 17 2007

TRUMBULL COUNTY
GIS DEPARTMENT

398079

1008797 700

RECEIVED FOR RECORD
7:21 PM APR 10 1996

APR 10 1996

DIANA J. MARCHESE
Recorder of Trumbull County

1800

QUIT-CLAIM DEED
(O.R.C. 5302.11)

JOSEPH DEMSEY, married, the Grantor, for valuable consideration received, grants to RENEE DEMSEY, wife of the Grantor herein, the Grantee, whose TAX MAILING ADDRESS will be 2680 Wadsworth Road, Shaker Heights, Ohio 44122, the following parcel of land situated in the City of Girard, County of Trumbull, State of Ohio, which parcel is more fully described and set forth in Exhibit "A" attached hereto and made a part hereof as though fully rewritten herein.

Subject to, without limitation, zoning ordinances, conditions, restrictions, reservations, limitations and easements of record of record or otherwise and taxes and assessments, both general and special, presently a lien but not yet due and payable.

Prior Instrument Reference: Volume _____, Page _____ of Trumbull County, Ohio official records of deeds. Renee Demsey, wife of the Grantor herein releases all rights of DOWER therein. WITNESS their hands this 31st day of March, 1996.

Signed in the presence of:

[Signature]
[Signature]
RUTH WERTHEIMER

[Signature]
Joseph Demsey
[Signature]
Renee Demsey (for release of dower only)

STATE OF OHIO

: ss.

CUYAHOGA COUNTY

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above named Joseph Demsey and Renee Demsey, who acknowledged that they did sign the foregoing instrument and that the same is their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Beachwood, Ohio this 31st day of March, 1996.

[Signature]
Notary Public

This instrument prepared by:
Victor Wertheimer, Esq.

VICTOR WERTHEIMER, Attorney at Law
Notary Public - State of Ohio
Commission has no expiration date
Section 147.03 R.C.

Situated in the City of Girard, County of Trumbull and State of Ohio:

And known as being partly in Section 1 and 2 of the original survey of Liberty Township and further known as being Out Lots 100, 101, 102 and part of Out Lot No. 104 in the City of Girard, Trumbull County, Ohio, being more fully bounded and described as follows:

Beginning at an iron pin in the southwesterly line of South State Street, said point being also at the northeasterly corner of Out Lot No. 100, and is also the northeasterly corner of Parcel No. 3, shown in a deed of lands of Hill Hubbell Company, an Ohio Corporation, as shown and recorded in Trumbull County Records of Deeds Volume 756, Page 28; thence S. 47° 26' 50" E. along the southwesterly line of said South State Street, a distance of 651.70 feet to an iron pin; thence southeastwardly by a curve to the right, having a radius of 1,100.17 feet along the southwesterly line of said South State Street on a chord which bears S. 41° 53' 50" E., a distance of 207.78 feet to an iron pin; thence S. 68° 35' W. a distance of 264.25 feet to an iron pin; thence S. 21° 25' E. a distance of 394.82 feet to an iron pin; thence S. 68° 35' W., a distance of 227.93 feet to an iron pin; thence N. 21° 25' W. a distance of 86.33 feet to an iron pin; thence S. 68° 35' W., a distance of 349.82 feet to an iron pin in the northeasterly right of way line of the Erie Railroad Company (The Cleveland and Mahoning Railway Company); thence N. 32° 20' 30" W. along the northeasterly right of way line of said Erie Railroad Company, a distance of 1,108.66 feet to an iron pin in the southwesterly corner of said Out Lot No. 100; thence N. 68° 36' E. along the northerly line of said Out Lot No. 100, a distance of 692.93 feet to the place of beginning, and containing within said bounds 19.18 acres of land, according to a survey of John P. Salak, Surveyor, dated June 23, 1967, be the same more or less but subject to all legal highways.

EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PREMISES:

Situated in the City of Girard, County of Trumbull and State of Ohio:

Being known as part of Out Lot #104 in the latest of numeration of lots in said City of Girard and being more fully bounded and described as follows:

Beginning at an iron pin found at the easterly most corner of Out Lot #102 (said pin also being on the southwesterly right-of-way line of Federal Street); thence S. 68° 35' W. and along southeasterly line of said Out Lot #102, a distance of 264.25 feet to an iron pin set, thence S. 21° 25' E. a distance of 174.98 feet to an iron pin set and the true place of beginning; thence continuing S. 21° 25' E. a distance of 219.84 feet to an iron pin found, thence S. 68° 35' W. a distance of 227.93 feet to an iron pin found, thence N. 21° 25' W., a distance of 86.33 feet to an iron pin found, thence S. 68° 35' W., a distance of 345.41 feet to a point; (said point being N. 68° 35' E. a distance of 4.41 feet from an iron pin at the southerly most corner of said Out Lot #104); thence N. 55° 28' 30" E. and along a line being southeasterly one foot from and parallel to an existing fence a distance of 588.68 feet to an iron pin set and the true place of beginning and containing therein 1.330 acres of land, be the same more or less but subject to all legal highways.

Being known as part of Out Lot #104 in the latest numeration of lots in said City of Girard and being more fully bounded and described as follows:

Beginning at an iron pin found at the easterly most corner of Out Lot #102 (said iron pin also being on the southwesterly right-of-way line of Federal Street); thence S. 68° 35' W. and along the southeasterly line of said Out Lot #102 a distance of 264.25 feet to an iron pin found and the true place of beginning; thence S. 21° 25' E. a distance of 174.98 feet to an iron found; thence S. 55° 28' 30" W. a distance of 122.33 feet to an iron pin set; thence N. 21° 25' W. a distance of 202.72 feet to an iron pin set on aforesaid southeasterly line of Out Lot #102; thence N. 68° 35' E. and along said line a distance of 119.14 feet to an iron pin found and the true place of beginning and containing therein 22,500.05 square feet of land or 0.5165 acres of land, be the same more or less but subject to all legal highways.

situated in the City of Girard, County of
Trumbull and State of Ohio:

and known as being part of Girard City Outlots 102 and 104 in said City of Girard and being further bounded and described as follows: Beginning at an iron pipe found on the southwesterly right-of-way line of South State Street, said point being the northwesterly corner of Outlot 104 and the lands now or formerly of A. Buccell; Thence by the next three courses along said Buccell lands; South 68° 35' 00" West, a distance of 383.39 feet to an iron pin set; Thence South 21° 28' 25" East, a distance of 202.72 feet to an iron pin set; Thence South 55° 30' 00" West, a distance of 460.35 feet to an iron pin set; Thence North 02° 08' 27" West, a distance of 346.34 feet to an iron pin set; Then North 68° 35' 00" East, a distance of 711.74 feet to an iron pin set on the right-of-way of said South State Street; Thence along said right-of-way on a curve to the right having a radius of 1,100.17 feet and a chord bearing South 37° 09' 04" East, a distance of 20.78 feet to the point of beginning and containing within said bounds 2.574 acres of land, be the same more or less but subject to all legal highways. A survey of this land was made under the supervision of Byron W. Harnishfeger, Registered Surveyor No. 7401, of Haenny, Bartolo & Grover in October, 1992.

COUNTY ENGINEER
APR 10 1996 48
TAX MAP DEPT. DC

EXHIBIT "A" PAGE 2

151
REAL PROPERTY TRANSFER TAX
TRANSFERRED AND PAID
APR 10 1996
In the Amount of \$1,000.00
David A. Hines, Trumbull County Auditor

RECEIVED FOR RECORD
AT 11:17 O'CLOCK A.M.
APR 30 1993

QUIT-CLAIM DEED

DIANA J. MARCHESE
Recorder of Trumbull County 10.00

JOSEPH DEMSEY, married, the Grantor, for valuable consideration paid, grants to BERTRAM CORPORATION, an Ohio corporation, the Grantee, whose TAX MAILING ADDRESS will be 1506 South State Street, Girard, Ohio

44420 the following described piece or parcel of land situated in the City of Girard, County of Trumbull and State of Ohio;

and known as being part of Girard City Outlots 102 and 104 in said City of Girard and being further bounded and described as follows: Beginning at an iron pipe found on the southwesterly right-of-way line of South State Street, said point being the northeasterly corner of Outlot 104 and the lands now or formerly of A. Buccell; Thence by the next three courses along said Buccell lands; South 68° 35' 00" West, a distance of 383.39 feet to an iron pin set; Thence South 21° 26' 25" East, a distance of 202.72 feet to an iron pin set; Thence South 55° 30' 00" West, a distance of 460.35 feet to an iron pin set; Thence North 02° 08' 27" West, a distance of 346.34 feet to an iron pin set; Then North 68° 35' 00" East, a distance of 711.74 feet to an iron pin set on the right-of-way of said South State Street; Thence along said right-of-way on a curve to the right having a radius of 1,100.17 feet and a chord bearing South 37° 09' 04" East, a distance of 20.78 feet to the point of beginning and containing within said bounds 2.574 acres of land, be the same more or less but subject to all legal highways. A survey of this land was made under the supervision of Byron W. Harnishfeger, Registered Surveyor No. 7401, of Maenny, Bartolo & Grover in October, 1992.

Subject to restrictions, conditions, reservations, limitations and leases of record, easements and taxes and assessments, both general and special, for the year 1992 and thereafter.

IT IS A CONDITION OF THIS DEED, and, at the request of the Grantee, that the above described parcel of land be combined by the County Auditor with Grantee's existing Parcel Nos. 14-052965 and 14-607392 so as to create a single parcel of land having frontage on S.R. 422 of 197.78 feet and combined acreage of 4.2185 acres.

Grantor does hereby reserve unto himself, his heirs and assigns, certain rights and interest in all gas, oil and other minerals in and under the above described real property and which may be extracted or produced from the above described real property, under and pursuant to the terms, conditions and provisions of a certain Oil and Gas Lease, with addendum attached, dated July 21, 1987, recorded in Lease Volume 354, Page 226 of Trumbull County Official Records, by and between Grantor and his wife, Renee Demsey, as Lessors and Loma Enterprises, Inc. as Lessee (the "Loma Lease"), including without limitation, the continued operation of a certain gas well presently located and operating in, upon and under land of the Grantor, which land is immediately adjacent to the above described real property. It is NOT the intention of the Grantor herein or Grantor's wife to grant to the Grantee all or any part of Grantor's or Grantor's wife's interest as Lessors under the said Loma Lease and Grantee shall have no right to or interest in any royalties or other remuneration payable or to any allocation of gas allocable to Grantor or his wife as Lessors under the Loma Lease as the result of any present or

COUNTY ENGINEER
APR 30 1993 48
TAX MAP DEPT. *ph*

subsequent removal of gas or other minerals from the above described real property or any other property which is subject to the Loma Lease, including, without limitation, the existing gas well located in, upon and under the land of the Grantor, which land is immediately adjacent to the above described real property.

Prior Instrument Reference: Volume _____, Page _____ of Trumbull County, Ohio official records of deeds. Renee Demsey, wife of the Grantor, releases all rights of dower therein. WITNESS their hands this 22nd day of April, 1993.

Signed in the presence of:

Victor Wertheimer
Kenneth Saliga

Joseph Demsey
Renee Demsey

STATE OF OHIO

CUYAHOGA COUNTY :

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above named Joseph Demsey and Renee Demsey, husband and wife, who acknowledged that they did sign the foregoing instrument and that the same is their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Beachwood, Ohio this 22nd day of April, 1993.

Victor Wertheimer
Notary Public

This instrument prepared by:
Victor Wertheimer, Esq.

VICTOR WERTHEIMER, Attorney at Law
Notary Public - State of Ohio
My Commission has no expiration date.
Section 147.03 R.C.

30
REAL PROPERTY TRANSFER TAX
TRANSFERRED AND PAID

APR 30 1993

In The Amount Of
Edward Bush
EDWARD BUSH, County Auditor

Approved: [Signature]
Secretary
Girard Planning
Commission

Approved: John W. Patell
Girard City Engineer

61788

WARRANTY DEED-No. 102A

The Ohio Legal Blank Co. Cleveland
Publishers and Dealers Since 1883

Know all Men by these Presents

That JOSEPH DEMSEY, Married

, the Grantor
who claims a title by or through instrument, recorded in Volume 948, Page 748,
County Recorder's Office, for the consideration of Ten and no/100 -----
Dollars (\$10.00)
received to his full satisfaction of ASPHALT SPECIALIST INC.

the Grantee,
whose TAX MAILING ADDRESS will be 1510 South State Street,
Girard, Ohio do

Give Grant, Bargain, Sell and Convey unto the said Grantee, its
heirs and assigns, the following described premises, situated in the City of
Girard, County of Trumbull and State of Ohio:

being known as part of Out Lot #104 in the latest of numeration
of lots in said City of Girard and being more fully bounded
and described as follows:

Beginning at an iron pin found at the easterly most corner
of Out Lot #102 (said pin also being on the southwesterly right-
of-way line of Federal Street); thence S 68° 35' W and along
southeasterly line of said Out Lot #102 a distance of 264.25
feet to an iron pin set thence S 21° 25' E a distance of 174.98
feet to an iron pin set and the true place of beginning; thence
continuing S 21° 25' E a distance of 219.84 feet to an iron
pin found thence S 68° 35' W a distance of 227.93 feet to an
iron pin found thence N 21° 25' W a distance of 86.33 feet to
an iron pin found thence S 68° 35' W a distance of 345.41 feet
to a point; (said point being N 68° 35' E a distance of 4.41
feet from an iron pin at the southerly most corner of said Out
Lot #104); thence N 55° 28' 30" E and along a line being south-
easterly one foot from and parallel to an existing fence a dis-
tance of 588.68 feet to an iron pin set and the true place of
beginning and containing therein 1.330 acres of land to be the
same, more or less, however, subject to all legal highways.

3!
REAL PROPERTY TRANSFER TAX
TRANSFERRED AND PAID

AUG 10 1983

In The Amount Of \$
PATRICK J. SULLIVAN County Auditor

At
John F. Farrell
Girard City Engineer
8/3/83

Approved by
City Planning
Commissioner
8/3/83
Mike Muehl

RECEIVED FOR RECORD
AT 2:11 PM
AUG 10 1983
CLARE O'BRIEN
Recorder, Trumbull County, Ohio

10.00

No the same more or less, but subject to all legal highways

118 PAGE 1017

To Have and to hold the above granted and bargained premises, with the appurtenances thereof, unto the said Grantee, its heirs and assigns forever.

And I, Joseph Demsey and my heirs, executors and administrators, covenant with the said Grantee, its heirs and assigns, that at and until the ensueing of these presents, that I am well seized of the above described premises, as a good and indefeasible estate in FEE SIMPLE, and have good right to bargain and sell the same in manner and form as above written, and that the same are free from all incumbrances whatsoever except the following: a) reservation to the Grantor, his heirs and assigns of all mineral rights, including oil and gas rights, in and to said premises; b) any and all restrictions, conditions, easements and/or rights of way of record; zoning ordinances of the City of Girard; and taxes and assessments, both general and special, not yet due and payable,

and that I will Warrant and Defend said premises, with the appurtenances thereunto belonging, to the said Grantee, its heirs and assigns, against all lawful claims and demands whatsoever

And for valuable consideration Renee Demsey, wife of Joseph Demsey does hereby remise, release and forever quit-claim unto the said Grantee, its heirs and assigns, all her right and expectancy of claim in the above described premises.

In Witness Whereof we have hereunto set our hands, the day of, in the year of our Lord one thousand nine hundred and eighty-three

Signed and acknowledged in presence of

Frederick Barker
Philip M. O'Neal

X TO Joseph Demsey
X BY Renee Demsey

State of Ohio

Before me, a Notary Public in and for said County and State, personally appeared the above named Joseph Demsey and Renee Demsey

who acknowledged that they did sign the foregoing instrument and that the same is their free act and deed.

In Testimony Whereof, I have hereunto set my hand and official seal, at Cleveland, Ohio, this 27 day of July, 1983

This instrument prepared by:
R. Michael O'Neal
1140 Leader Building
Cleveland, Ohio 44114

R. Michael O'Neal
Notary Public
My Commission Expires 12/31/84



JOSEPH DEMSEY

TO

ASPHALT SPECIALIST INC.

Transferred _____ 19____

COUNTY AUDITOR

State of Ohio

County of _____ ss

Received for Record on the

day of _____ 19____

at _____ o'clock _____ M.

and Recorded _____ 19____ in

Deed Book _____ Page _____

COUNTY RECORDER

Recorders fees \$ _____

This instrument prepared by mail to:

MAHONING COUNTY TITLE CO.,

1100 N. HIGHWAY 16, SUITE 200, CLEVELAND, OHIO 44114

YOUNGSTOWN, OHIO 44503

617588
7/10/83

Attachment A10

Copy of Title, Access Agreement and Purchase Agreement

PURCHASE OPTION AGREEMENT

THIS PURCHASE OPTION AGREEMENT is made this 8 day of October, 2008, by and between **1300 State Road LLC**, an Ohio limited liability company with its principal place of business located at 116 Fernwood Road, Chagrin Falls, OH 44022 (the "Seller") and **The City of Youngstown** or its designee, located at 26 S. Phelps Street, Youngstown, OH 44503 (the "Purchaser").

W I T N E S S E T H

In consideration of Fifteen Thousand and 00/100 Dollars (\$15,000.00) ("Option Payment") paid by Purchaser to Seller and for other good and valuable consideration, the receipt of which is acknowledged, the parties hereby agree as follows:

1. **Grant of Option.** Seller grants Purchaser, on the terms and conditions set forth in this Agreement, the exclusive option (the "Option") to purchase 14.7595 acres of land together with all improvements located in the City of Girard, Ohio (the "Property") as more particularly described by metes and bounds in the attached **Exhibit "A"**, together with all appurtenant rights, privileges, easements, and leases of any kind related to the Property.
2. **Option Period** The Option shall be exercised by Purchaser, if at all, within six (6) months of the effective date of this Agreement. The period expiring within six (6) months of the effective date of this Agreement is herein called the "Option Period."
3. **Exercise of Option.** Purchaser may exercise this Option at any time prior to, on or before the expiration of the Option Period or any extensions thereof by delivering or mailing notice to Seller by certified mail, return receipt requested.

4. **Failure to Exercise Option.** If Purchaser does not exercise this Option, or its extension, Seller shall retain the consideration paid hereunder, and neither party shall have any further rights or claims against the other by reason of this Agreement.

5. **Purchase Price and Payment.** The purchase price for the Property is Three Hundred Sixty-seven Thousand and 00/100 Dollars (\$360,000.00) and is payable as follows:

- a. Purchaser shall pay Three Hundred Sixty Thousand Dollars in immediately available funds at the Closing plus any amounts due Seller by reason of prorations or credits hereunder and less any amounts due Purchaser by reason of prorations or credits hereunder. Purchaser shall receive credit for any Option Payment made to Seller.

6. **Personal Property.** The Seller shall remove its machinery and equipment and any personal property located on the Property within thirty (30) days from the date of Closing. Any personal property remaining on the Property after the removal period shall become the property of the Purchaser.

7. **Closing Date.** The Closing for the delivery of the Deed, and any other instruments contemplated by this Agreement and payment of the balance of the purchase price in accordance with the provisions of Section 5 shall be on a date within sixty (60) days after the exercise of the Option (the "Closing ") except as extended by Section 11. However, if that date falls on a Saturday, Sunday or a legal holiday, then the Closing shall be on the next business day. The Closing shall be held at a time and place mutually agreed upon by the parties and located in the City of Youngstown, Ohio.

7.1. **Closing Costs.** Seller shall be responsible for payment of (i) the cost of title examination and the title commitment; (ii) cost of a title guaranty policy; (iii) any amounts due to

Purchaser for proration of taxes and assessments and utilities, if any; (iv) one-half (1/2) of the escrow charges; and (v) applicable real estate transfer taxes, if any.

Purchaser shall be responsible for the payment of (i) cost of recording the deed; (ii) any amounts due Seller for proration of taxes and assessments, utilities, if any; (iii) one-half (1/2) of the escrow charges; and (iv) any additional costs associated with an upgrade of the policy to a title insurance policy.

8. **Survey.** The Seller shall provide the Purchaser with a copy of any and all surveys that it has as to the property within thirty (30) days of the date of this Purchase Option Agreement. Prior to Closing, Purchaser may at its discretion and at its cost obtain a survey and metes and bounds description of the Property prepared by a registered surveyor selected by Purchaser. The legal description prepared from the survey shall be used in Seller's deed, provided that the description is approved by all appropriate governmental authorities and by the Title Company (as defined in Section 11). If no survey is obtained by Purchaser, the legal description shall be prepared based upon the deed(s) of conveyance to Seller.

9. **Environmental.** The Seller agrees to provide Purchaser with a copy of any and all Environmental Phase I and Phase II reports related to the Property. Also, the Seller shall provide the Purchaser with a copy of any and all notices, citations, correspondence, or reports from or to the United States Environmental Protection Agency or the Ohio Environmental Protection Agency received by Seller. All such information shall be provided to the Purchaser within sixty (60) days of the date of this Agreement. Purchaser, however, agrees to purchase the Property "as is" with no recourse to Seller.

10. **Deed.** If Purchaser exercises the Option, Seller shall execute and deliver to Purchaser at Closing a transferable and recordable limited warranty deed conveying to Purchaser

or its designee marketable title to the Property in fee simple free and clear of all liens, charges, encumbrances, clouds and defects, except for restrictions, reservations, limitations, easements and conditions of record, zoning ordinances, and taxes and assessments, both general and special, which are a lien but not yet due and payable.

11. **Title.** Prior to Closing, Seller shall obtain a commitment for Title Insurance (the "Commitment") issued by a title insurance company selected by Purchaser (the "Title Company") and dated as of current date, pursuant to which the Title Company shall commit to issue a title insurance policy covering Purchaser's title to the Property in the full amount of the purchase price. Purchaser shall have a period of twenty (20) days from its receipt of the Commitment to notify Seller of Purchaser's objection to any matters set forth in the Commitment (the "Objection Period"). Upon receipt of Purchaser's objections, Seller shall promptly undertake and complete all actions as are necessary to satisfy or eliminate any monetary objections to title. However, if Seller is unwilling or unable to remove any nonmonetary objections prior to the expiration of the thirtieth (30th) day following the end of the Objection Period, then Purchaser's sole remedy shall be either to (a) terminate this Agreement, whether or not the Option has been exercised, in which event Seller shall immediately refund the option payment to Purchaser, without interest, at which time the parties shall be released from all further obligations under this Agreement, or (b) waive the objections and accept such title as Seller is willing to convey, without abatement of the purchase price. Purchaser shall make its election within forty-five (45) days following the end of the Objection Period. If Purchaser does not make such election, Purchaser shall be deemed to have elected alternative (b).

12. **Right of Entry.** At all times either (a) prior to the expiration of this Option or (b) subsequent to the exercise of the Option but prior to the Closing, Purchaser, its agents,

employees, contractors and representatives, shall have the right, at reasonable times so as not to interfere with Seller's use of the Property, to enter upon the Property and any buildings for the purposes of conducting environmental tests, soil tests, engineering studies, space studies, land planning and other testing and exploration work necessary or appropriate to formulate plans and determine the suitability of the Property for Purchaser's use of the Property. Purchaser shall defend, indemnify, and save harmless Seller from any and all claims, losses, damages, and expenses arising from the entry onto the Property by Purchaser, its agents, employees, contractors and representatives. Purchaser agrees to return or restore the Property to substantially its original state within a reasonable time after the tests are conducted, not to exceed sixty (60) days after completion of the tests. Seller shall provide Purchaser with a copy of all surveys, building plans and architectural drawings of the Property within thirty (30) days of the date of this Purchase Option Agreement.

13. **Taxes.** Taxes and any assessments and utilities, if any, shall be prorated as of the date of Closing. Seller will be responsible for all taxes, assessments and utilities, if any due or accrued up to the date of Closing. If the actual amount of taxes or any utilities are not known on the Closing Date, taxes and utilities shall be prorated on the basis of the rate shown for the property on the last available tax bill or invoice. The parties shall adjust the proration between themselves, outside of escrow, when the actual tax bill or invoice for the period covering the Closing becomes available.

14. **Seller's Representations and Warranties.** Seller represents and warrants to Purchaser that as of the date of this Option and as of the date of Closing (a) Seller has not been notified of any orders of any public authority pending against the Property, (b) while Seller has owned the Property, no work has been performed or improvements constructed that may result in

future assessments against the Property, (c) no notices have been received by Seller from any public agency with respect to condemnation or appropriation, change in zoning, proposed future assessments, correction of conditions, environmental conditions or other matters affecting the Property, (d) no hazardous substances, hazardous wastes or other toxic or dangerous materials have been manufactured, treated, stored, disposed of or released on or from the Property by or on behalf of Seller or with its consent. Additionally, Seller warrants that Seller shall not, without Purchaser's prior written consent, during the Option period: (a) convey or agree to convey, encumber or grant any rights in the Property to any other party other than Purchaser, (b) permit or allow any removal, alteration or other material change to the physical character of the Property, or (c) intentionally cause any waste, impairment or deterioration of the Property.

15. **Possession.** Seller shall deliver possession of the Property to Purchaser or its nominee within ten (10) days after Closing.

16. **Broker.** Each party represents and warrants to the other that no Broker, finder or other person is entitled to any fee, commission or other compensation in connection with this transaction.

17. **Notices.** Any Notice under this Agreement shall be delivered or sent by certified mail, postage prepaid, return receipt requested, and addressed as follows:

If to Seller, to: 1300 State Road LLC
 116 Fernwood Road
 Chagrin Falls, OH 44022

Attn: Mr. Brett Muckle

With a copy to: Christopher S.W. Blake, Esq.
 Hahn, Loeser & Parks, LLP
 200 Public Square, Suite 2800
 Cleveland, OH 44114 - 2316

If to Purchaser, to: Mr. David Bozanich
Finance Director
City of Youngstown
City Hall
26 South Phelps Street
Youngstown, OH 44503

With a copy to: Joseph M. Houser, Esq.
Manchester, Bennett, Powers & Ullman
Atrium Level Two, The Commerce Building
201 E. Commerce Street
Youngstown, OH 44503

18. **Assignment.** Neither Seller nor Purchaser shall assign their interest under this Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld.

19. **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, executors, administrators, and assigns.

20. **Headings.** The headings in this Agreement are for convenience only and shall not be used to interpret or construe its provisions.

21. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio.

22. **Time of Essence.** Time is of the essence of this Agreement.

23. **Prevailing Party.** Upon the occurrence of any dispute, controversy or claim between the parties related to this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party reasonable attorneys' fees, taxable costs and expenses incurred in contesting such dispute.

24. **Escrow.** Commerce Title Agency of Youngstown shall act as escrow agent for the transaction. All documents and funds necessary for the Closing shall be deposited with the escrow agent as is normal and customary in commercial transactions in Mahoning County, Ohio

25. **Entire Agreement.** This Agreement supersedes all prior agreements between the parties with regard to the subject matter hereof and there are no other understandings or agreements between them.

[Remainder of Page Left Intentionally Blank]

[Signature Pages to Follow]

IN WITNESS WHEREOF, the parties hereto have signed this Agreement as of the date first above written.

Witnesses as to Seller:

Brett Mucke
disc. Buckman

SELLER:

1300 STATE ROAD LLC

By: Brett Mucke

Brett Mucke, Manager

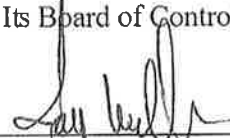
[Purchaser Signature Page to Follow]

WITNESSES:

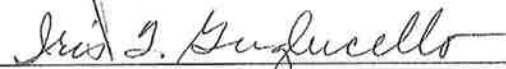


Joseph M. House

PURCHASER:
THE CITY OF YOUNGSTOWN, OHIO
By Its Board of Control



Jay Williams, Mayor




Iris T. Guglucello, Esq., Law Director



David Bozanich, Finance Director

APPROVED AS TO FORM:



Iris T. Guglucello, Law Director

EXHIBIT "A"

LEGAL DESCRIPTION OF PROPERTY BEING CONVEYED

Situated in the City of Girard, County of Trumbull, State of Ohio, described as follows:

SITUATED IN THE CITY OF GIRARD, COUNTY OF TRUMBULL AND STATE OF OHIO; AND KNOWN AS BEING PARTLY IN SECTION 1 AND 2 OF THE ORIGINAL SURVEY OF LIBERTY TOWNSHIP AND FURTHER KNOWN AS BEING OUT LOTS 100, 101, 102 AND PART OF OUT LOT NO. 104 IN THE CITY OF GIRARD, TRUMBULL COUNTY, OHIO, BEING MORE FULLY BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT AN IRON PIN IN THE SOUTHWESTERLY LINE OF SOUTH STATE STREET, SAID POINT BEING ALSO AT THE NORTHEASTERLY CORNER OF OUT LOT NO. 100, AND IS ALSO THE NORTHEASTERLY CORNER OF PARCEL NO. 3, SHOWN IN A DEED OF LANDS OF HILL HUBBELL COMPANY, AN OHIO CORPORATION, AS SHOWN AND RECORDED IN TRUMBULL COUNTY RECORDS OF DEEDS VOLUME 756, PAGE 28; THENCE S. 47° 26' 50" E ALONG THE SOUTHWESTERLY LINE OF SAID SOUTH STATE STREET, A DISTANCE OF 651.70 FEET TO AN IRON PIN; THENCE SOUTHEASTWARDLY BY A CURVE TO THE RIGHT HAVING A RADIUS OF 1,100.17 FEET ALONG THE SOUTHWESTERLY LINE OF SAID SOUTH STATE STREET ON A CHORD WHICH BEARS S. 41° 53' 50" E, A DISTANCE OF 207.78 FEET TO AN IRON PIN; THENCE S. 68° 35' W. A DISTANCE OF 264.25 FEET TO AN IRON PIN; THENCE S. 21° 25' E A DISTANCE OF 394.82 FEET TO AN IRON PIN; THENCE S. 68° 35' W., A DISTANCE OF 227.93 FEET TO AN IRON PIN; THENCE N. 21° 25' W. A DISTANCE OF 86.33 FEET TO AN IRON PIN; THENCE S. 68° 35' W., A DISTANCE OF 349.82 FEET TO AN IRON PIN IN THE NORTHEASTERLY RIGHT OF WAY LINE OF THE ERIE RAILROAD COMPANY (THE CLEVELAND AND MAHONING RAILWAY COMPANY); THENCE N. 32° 20' 30" W. ALONG THE NORTHEASTERLY RIGHT OF WAY LINE OF SAID ERIE RAILROAD COMPANY, A DISTANCE OF 1,108.66 FEET TO AN IRON PIN IN THE SOUTHWESTERLY CORNER OF SAID OUT LOT NO. 100; THENCE N. 68° 36' E ALONG THE NORTHERLY LINE OF SAID OUT LOT NO. 100, A DISTANCE OF 692.93 FEET TO THE PLACE OR BEGINNING, AND CONTAINING WITHIN SAID BOUNDS 19.18 ACRES OF LAND, ACCORDING TO A SURVEY OF JOHN P. SALAK, SURVEYOR, DATED JUNE 23, 1967.

EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PREMISES:

SITUATED IN THE CITY OF GIRARD, COUNTY OF TRUMBULL AND STATE OF OHIO: BEING KNOWN AS PART OF OUT LOT #104 IN THE LATEST OF NUMERATION OF LOTS IN SAID CITY OF GIRARD AND BEING MORE FULLY BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT AN IRON PIN FOUND AT THE EASTERLY MOST CORNER OF OUT LOT #102 (SAID PIN ALSO BEING ON THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF FEDERAL STREET); THENCE S. 68° 36' W. AND ALONG SOUTHEASTERLY LINE OF SAID OUT LOT #102, A DISTANCE OF 264.25 FEET TO AN IRON PIN SET, THENCE S. 21° 25' E A DISTANCE OF 174.98 FEET TO AN IRON PIN SET AND THE TRUE PLACE OF BEGINNING; THENCE CONTINUING S. 21° 25' E A DISTANCE OF 219.84 FEET TO AN IRON PIN FOUND, THENCE S. 68° 35' W. A DISTANCE OF 227.93 FEET TO AN IRON PIN FOUND, THENCE N. 21° 25' W., A DISTANCE OF 86.33 FEET TO AN IRON PIN FOUND, THENCE S. 68° 35' W., A DISTANCE OF 345.41 FEET TO A POINT (SAID POINT BEING N. 68° 35' E A DISTANCE OF 4.41 FEET FROM AN IRON PIN AT THE SOUTHERLY MOST CORNER OF SAID OUT LOT #104); THENCE N. S55° 28' 30" E AND ALONG A LINE BEING SOUTHEASTERLY ONE FOOT FROM AND PARALLEL TO AN EXISTING FENCE A DISTANCE OF 588.68 FEET TO AN IRON PIN SET AND THE TRUE PLACE OF BEGINNING AND CONTAINING THEREIN 1.330 ACRES OF LAND.

BEING KNOWN AS PART OF OUT LOT #104 IN THE LATEST NUMERATION OF LOTS IN SAID CITY OF GIRARD AND BEING MORE FULLY BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT AN IRON PIN FOUND AT THE EASTERLY MOST CORNER OF OUT LOT #102 (SAID IRON PIN ALSO BEING ON THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF FEDERAL STREET); THENCE S. 68° 35' W. AND ALONG THE SOUTHEASTERLY LINE OF SAID OUT LOT #102 A DISTANCE OF 264.25 FEET TO AN IRON PIN FOUND AND THE TRUE PLACE OF BEGINNING; THENCE S. 21° 25' E A DISTANCE OF 174.98 FEET TO AN IRON FOUND; THENCE S. 55° 28' 30" W. A DISTANCE OF 122.33 FEET TO AN IRON PIN SET THENCE N. 21° 25' W. A DISTANCE OF 202.72 FEET TO AN IRON PIN SET ON AFORESAID SOUTHEASTERLY LINE OF OUT LOT #102; THENCE N. 68° 35' E AND ALONG SAID LINE A DISTANCE OF 119.14 FEET TO AN IRON PIN FOUND AND THE TRUE PLACE OF BEGINNING AND CONTAINING THEREIN 22,500.05 SQUARE FEET OF LAND OR 0.5165 ACRES OF LAND

SITUATED IN THE CITY OF GIRARD, COUNTY OF TRUMBULL AND STATE OF OHIO; AND KNOWN AS BEING PART OF GIRARD CITY OUTLOTS 102 AND 104 IN SAID CITY OF GIRARD AND BEING FURTHER BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT AN IRON PIPE FOUND ON THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF SOUTH STATE STREET, SAID POINT BEING THE NORTHEASTERLY CORNER OF OUTLOT 104 AND THE LANDS NOW OR FORMERLY OF A. BUCCI; THENCE BY THE NEXT THREE COURSES ALONG SAID BUCCI LANDS; SOUTH 68° 35' 00" WEST, A DISTANCE OF 383.39 FEET TO AN IRON PIN SET; THENCE SOUTH 21° 26' 25" EAST, A DISTANCE OF 202.72 FEET TO AN IRON PIN SET; THENCE SOUTH 55° 30' 00" WEST, A DISTANCE OF 460.35 FEET TO AN IRON PIN SET; THENCE NORTH 02° 08' 27" WEST, A DISTANCE OF 346.34 FEET TO AN IRON PIN SET; THEN NORTH 68° 35' 00" EAST, A DISTANCE OF 711.74 FEET TO AN IRON PIN SET ON THE RIGHT-OF-WAY OF SAID SOUTH STATE STREET; THENCE ALONG SAID RIGHT-OF-WAY ON A CURVE TO THE RIGHT HAVING A RADIUS OF 1,100.17 FEET AND A CHORD BEARING SOUTH 37° 09' 04" EAST, A DISTANCE OF 20.78 FEET TO THE POINT OF BEGINNING AND CONTAINING WITHIN SAID BOUNDS 2.574 ACRES OF LAND.

A SURVEY OF THIS LAND WAS MADE UNDER THE SUPERVISION OF BYRON W. HARNISHFEGGER, REGISTERED SURVEYOR NO. 7401, OF HAENNY, BARTOLO & GROVER, IN OCTOBER, 1992.

AMENDMENT NO. 1 TO
PURCHASE OPTION AGREEMENT

THIS AMENDMENT NO. 1 TO PURCHASE OPTION AGREEMENT ("Amendment") is made this 9~~th~~ day of April, 2009 by and between **1300 State Road LLC**, an Ohio limited liability company (the "Seller") and **The City of Youngstown** or its designee, (the "Purchaser").

WHEREAS, the Seller and Purchaser have entered into to that certain Purchase Option Agreement dated October 8, 2008 (the "Agreement"), which granted Purchaser a six-month option period in which to acquire the Property as defined in the Agreement; and

WHEREAS, the parties hereto wish to amend the Agreement and to extend the option period noted therein by an additional month.

NOW THEREFORE, the parties have agreed to enter into this Amendment as follows:

1. In consideration of \$5,000.00 ("Option Extension Payment") paid by Purchaser to Seller and for other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereby agree as follows:

A. Section of the Agreement entitled "**Option Period**" is hereby deleted and replaced as follows:

"2. **Option Period.** The Option shall be exercised by Purchaser, if at all, within seven (7) months of the effective date of the Agreement. The period expiring within seven (7) months of the effective date of the Agreement is hereby called the "Option Period".

B. The Option Extension Payment shall constitute an "Option Payment" for purposes of the last sentence of Section 5 of the Agreement.

2. All other terms and conditions of the Agreement shall remain in full force and effect and shall be binding upon the parties.

3. Two or more originals of this Amendment may be signed by the parties hereto, each of which shall be an original but all of which together shall constitute one and the same instrument. This Amendment may be executed in one or more counterparts and shall be effective when at least one counterpart shall have been executed by each party hereto, and each set of counterparts which, collectively, show execution by each party hereto shall constitute one duplicate original. Delivery of a facsimile or electronic transmission of an executed signature page shall be effective as delivery of an original.

[Remainder of Page Left Intentionally Blank]

IN WITNESS WHEREOF, the parties hereto have signed this Amendment as of the date first above written.

Witnesses as to Seller:

Kristi Thayer
Lora P.

SELLER:

1300 STATE ROAD LLC

By: Brett Muckle
Brett Muckle, Manager

WITNESSES:

Jasmine Rodgers
Die Alessi

PURCHASER:
THE CITY OF YOUNGSTOWN, OHIO
By Its Board of Control

Jay Williams
Jay Williams, Mayor

Iris T. Gugliucello
Iris T. Gugliucello, Esq., Law Director

David Bozanich
David Bozanich, Finance Director

APPROVED AS TO FORM:

Iris T. Gugliucello
Iris T. Gugliucello, Law Director

AMENDMENT NO. 2 TO
PURCHASE OPTION AGREEMENT

THIS AMENDMENT NO. 2 TO PURCHASE OPTION AGREEMENT ("Amendment") is made this 8th day of May, 2009 by and between **1300 State Road LLC**, an Ohio limited liability company (the "Seller") and **The City of Youngstown** or its designee, (the "Purchaser").

WHEREAS, the Seller and Purchaser have entered into that certain Purchase Option Agreement dated October 8, 2008 (the "Agreement"), which granted Purchaser a six (6) month option period to acquire the Property as defined in the Agreement; and

WHEREAS, the Seller and Purchaser entered into Amendment No. 1 to Purchase Option Agreement dated April 9, 2009 which amended the Agreement and granted Purchaser an additional one (1) month Option Period in which to acquire the Property; and

WHEREAS, the parties hereto wish to further amend the Agreement and to further extend the Option Period noted herein.

NOW THEREFORE, the parties have agreed to enter into this Amendment No. 2 as follows:

1. In consideration of Five Thousand Dollars (\$5,000.00) ("Option Extension Payment") paid by Purchaser to Seller and for other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereby agree as follows:

A. Section of the Agreement entitled "Option Period" is hereby deleted and replaced as follows:

"2. Option Period. The Option shall be exercised by Purchaser, if at all, within eight (8) months of the effective date of the Agreement. The period

expiring within eight (8) months of the effective date of the Agreement is hereby called the "Option Period".

B. The Option Extension Payment shall constitute an "Option Payment" for purposes of the last sentence of Section 5 of the Agreement.

2. All other terms and conditions of the Agreement shall remain in full force and effect and shall be binding upon the parties.


3. Two or more originals of this Amendment may be signed by the parties hereto, each of which shall be an original but all of which together shall constitute one and the same instrument. This Amendment may be executed in one or more counterparts and shall be effective when at least one counterpart shall have been executed by each party hereto, and each set of counterparts which, collectively, show execution by each party hereto shall constitute one duplicate original. Delivery of a facsimile or electronic transmission of an executed signature page shall be effective as delivery of an original.

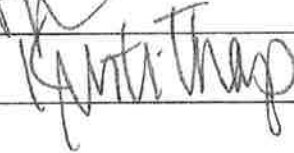
[Remainder of Page Left Intentionally Blank]

[Signature Page to Follow]


IN WITNESS WHEREOF, the parties hereto have signed this Amendment as of the date first above written.

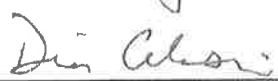
Witnesses as to Seller:



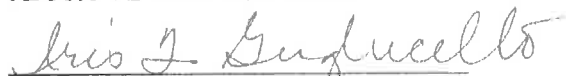


WITNESSES:





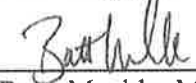
APPROVED AS TO FORM:



Iris T. Gugliucello, Law Director

SELLER:

1300 STATE ROAD LLC


By: 

Brett Muckle, Manager

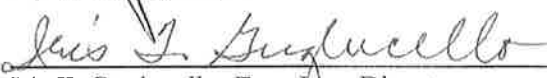
PURCHASER:

THE CITY OF YOUNGSTOWN, OHIO

By Its Board of Control



Jay Williams, Mayor



Iris T. Gugliucello, Esq., Law Director



David Bozanich, Finance Director

COPY

MAP DEPT. NOTE:
NEXT TRANSFER
WILL REQUIRE SURVEY
ALL PARCELS

TRUMBULL COUNTY

AUG 04 2009

BB
GIS/TAX MAP DEPT

Instr: 200908110015721 08/11/2009
3:1 of 6 F: \$90.00 1:44PM
Diana Marchese T20090013940
Trumbull County Recorder BX(49) HUN

LIMITED WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS THAT: 1300 STATE ROAD LLC, an Ohio limited liability company, whose address is 116 Fenwood Road, Chagrin Falls, Ohio 44022, the *Grantor*, claiming title by or through instrument recorded as Instrument No. 200712180032496, Trumbull County Recorder's Office, for valuable consideration thereunto given, and for the sum of Ten Dollars (\$10.00) received to its full satisfaction of THE CITY OF YOUNGSTOWN, whose address is 26 S. Phelps Street, Youngstown, Ohio 44503, the *Grantee*, does:

GIVE, GRANT, BARGAIN, SELL AND CONVEY unto said Grantee, its successors and assigns, with limited warranty covenants, the real property situated in the City of Girard, County of Trumbull, and State of Ohio, and more particularly described on Exhibit A attached hereto, consisting of two (2) pages, and incorporated herein by reference (also known by Permanent Parcel Nos. 14-124920, 14-124921 and 14-124922), free and clear of any and all liens, charges, encumbrances, clouds, defects, and other exceptions to title, except zoning ordinances, legal highways, reservations, restrictions, limitations, easements and other conditions of record, and taxes and assessments, both general and special, which are a lien but not yet due and payable, and including, without limitation, those listed on Exhibit B attached hereto, consisting of two (2) pages, incorporated herein by reference. And that with the exceptions hereinbefore set forth, Grantor will warrant and defend the premises, with the appurtenances thereunto belonging, unto the said Grantee and its successors and assigns forever, against all lawful claims and demands by persons claiming by, through or under the Grantor and against none other.

TO HAVE AND TO HOLD the above premises, with the appurtenances thereunto belonging, unto the said Grantee, and its separate successors and assigns forever.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the Grantor has hereunto set its hand the 30th day
of July, 2009.

GRANTOR:
1300 State Road LLC, an Ohio limited
liability company

By: Brett Muckle
Printed Name: Brett Muckle
Title: Manager

STATE OF OHIO

Ashtabula COUNTY

:
:
: ss
:

Before me a Notary Public in and for said State and County, personally
appeared the above named 1300 State Road LLC, by Brett Muckle, its Manager, who
acknowledged that he did sign the foregoing instrument for and on behalf of said 1300
State Road LLC, and that the same is the free act and deed of said 1300 State Road
LLC and the free act and deed of him as such Manager.

IN TESTIMONY WHEREOF, I have hereunder set my hand and affixed my
official seal this 30th day of July, 2009.



PATRICIA A. SHELLS
Notary Public, State of Ohio
My Commission Exp. Nov. 1, 2009

Patricia A. Shells
Notary Public

My commission expires: 11/1/2009

Prepared by:
Christopher S. W. Blake, Esq.
Hahn Loeser & Parks LLP
200 Public Square, Suite 2800
Cleveland, OH 44114
(216) 274-2552

EXHIBIT A

Situated in the City of Girard, County of Trumbull, State of Ohio, described as follows:

SITUATED IN THE CITY OF GIRARD, COUNTY OF TRUMBULL AND STATE OF OHIO: AND KNOWN AS BEING PARTLY IN SECTION 1 AND 2 OF THE ORIGINAL SURVEY OF LIBERTY TOWNSHIP AND FURTHER KNOWN AS BEING OUT LOTS 100, 101, 102 AND PART OF OUT LOT NO. 104 IN THE CITY OF GIRARD, TRUMBULL COUNTY, OHIO, BEING MORE FULLY BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT AN IRON PIN IN THE SOUTHWESTERLY LINE OF SOUTH STATE STREET, SAID POINT BEING ALSO AT THE NORTHEASTERLY CORNER OF OUT LOT NO. 100, AND IS ALSO THE NORTHEASTERLY CORNER OF PARCEL NO. 3, SHOWN IN A DEED OF LANDS OF HILL HUBBELL COMPANY, AN OHIO CORPORATION, AS SHOWN AND RECORDED IN TRUMBULL COUNTY RECORDS OF DEEDS VOLUME 756, PAGE 28; THENCE S. 47° 26' 50" E ALONG THE SOUTHWESTERLY LINE OF SAID SOUTH STATE STREET, A DISTANCE OF 651.70 FEET TO AN IRON PIN; THENCE SOUTHEASTWARDLY BY A CURVE TO THE RIGHT HAVING A RADIUS OF 1,100.17 FEET ALONG THE SOUTHWESTERLY LINE OF SAID SOUTH STATE STREET ON A CHORD WHICH BEARS S. 41° 53' 50" E, A DISTANCE OF 207.78 FEET TO AN IRON PIN; THENCE S. 68° 35' W. A DISTANCE OF 264.25 FEET TO AN IRON PIN; THENCE S. 21° 25' E A DISTANCE OF 174.98 FEET TO AN IRON PIN; THENCE S. 68° 35' W., A DISTANCE OF 227.93 FEET TO AN IRON PIN; THENCE N. 21° 25' W. A DISTANCE OF 86.33 FEET TO AN IRON PIN; THENCE S. 68° 35' W., A DISTANCE OF 349.82 FEET TO AN IRON PIN IN THE NORTHEASTERLY RIGHT OF WAY LINE OF THE ERIE RAILROAD COMPANY (THE CLEVELAND AND MAHONING RAILWAY COMPANY); THENCE N. 32° 20' 30" W. ALONG THE NORTHEASTERLY RIGHT OF WAY LINE OF SAID ERIE RAILROAD COMPANY, A DISTANCE OF 1,108.66 FEET TO AN IRON PIN IN THE SOUTHWESTERLY CORNER OF SAID OUT LOT NO. 100; THENCE N. 68° 36' E ALONG THE NORTHERLY LINE OF SAID OUT LOT NO. 100, A DISTANCE OF 692.93 FEET TO THE PLACE OR BEGINNING, AND CONTAINING WITHIN SAID BOUNDS 19.18 ACRES OF LAND, ACCORDING TO A SURVEY OF JOHN P. SALAK, SURVEYOR, DATED JUNE 23, 1967.

EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PREMISES:

SITUATED IN THE CITY OF GIRARD, COUNTY OF TRUMBULL AND STATE OF OHIO: BEING KNOWN AS PART OF OUT LOT #104 IN THE LATEST OF NUMERATION OF LOTS IN SAID CITY OF GIRARD AND BEING MORE FULLY BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT AN IRON PIN FOUND AT THE EASTERLY MOST CORNER OF OUT LOT #102 (SAID PIN ALSO BEING ON THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF FEDERAL STREET); THENCE S. 68° 36' W. AND ALONG SOUTHEASTERLY LINE OF SAID OUT LOT #102, A DISTANCE OF 264.25 FEET TO AN IRON PIN SET, THENCE S. 21° 25' E A DISTANCE OF 174.98 FEET TO AN IRON PIN SET AND THE TRUE PLACE OF BEGINNING; THENCE CONTINUING S. 21° 25' E A DISTANCE OF 219.84 FEET TO AN IRON PIN FOUND, THENCE S. 68° 35' W. A DISTANCE OF 227.93 FEET TO AN IRON PIN FOUND, THENCE N. 21° 25' W., A DISTANCE OF 86.33 FEET TO AN IRON PIN FOUND, THENCE S. 68° 35' W., A DISTANCE OF 345.41 FEET TO A POINT (SAID POINT BEING N. 68° 35' E A DISTANCE OF 4.41 FEET FROM AN IRON PIN AT THE SOUTHERLY MOST CORNER OF SAID OUT LOT #104); THENCE N. 55° 28' 30" E AND ALONG A LINE BEING SOUTHEASTERLY ONE FOOT FROM AND PARALLEL TO AN EXISTING FENCE A DISTANCE OF 588.68 FEET TO AN IRON PIN SET AND THE TRUE PLACE OF BEGINNING AND CONTAINING THEREIN 1.330 ACRES OF LAND.

BEING KNOWN AS PART OF OUT LOT # 104 IN THE LATEST NUMERATION OF LOTS IN SAID CITY OF GIRARD AND BEING MORE FULLY BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT AN IRON PIN FOUND AT THE EASTERLY MOST CORNER OF OUT LOT # 102 (SAID IRON PIN ALSO BEING ON THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF FEDERAL STREET); THENCE S. 68° 35' W. AND ALONG THE SOUTHEASTERLY LINE OF SAID OUT LOT # 102 A DISTANCE OF 264.25 FEET TO AN IRON PIN FOUND AND THE TRUE PLACE OF BEGINNING; THENCE S. 21° 25' E A DISTANCE OF 174.98 FEET TO AN IRON FOUND; THENCE S. 55° 28' 30" W. A DISTANCE OF 122.33 FEET TO AN IRON PIN SET THENCE N. 21° 25' W. A DISTANCE OF 202.72 FEET TO AN IRON PIN SET ON AFORESAID SOUTHEASTERLY LINE OF OUT LOT # 102; THENCE N. 68° 35' E AND ALONG SAID LINE A DISTANCE OF 119.14 FEET TO AN IRON PIN FOUND AND THE TRUE PLACE OF BEGINNING AND CONTAINING THEREIN 22,500.05 SQUARE FEET OF LAND OR 0.5165 ACRES OF LAND

SITUATED IN THE CITY OF GIRARD, COUNTY OF TRUMBULL AND STATE OF OHIO; AND KNOWN AS BEING PART OF GIRARD CITY OUTLOTS 102 AND 104 IN SAID CITY OF GIRARD AND BEING FURTHER BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT AN IRON PIPE FOUND ON THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF SOUTH STATE STREET, SAID POINT BEING THE NORTHEASTERLY CORNER OF OUTLOT 104 AND THE LANDS NOW OR FORMERLY OF A. BUCCI; THENCE BY THE NEXT THREE COURSES ALONG SAID BUCCI LANDS; SOUTH 68° 35' 00" WEST, A DISTANCE OF 383.39 FEET TO AN IRON PIN SET; THENCE SOUTH 21° 26' 25" EAST, A DISTANCE OF 202.72 FEET TO AN IRON PIN SET; THENCE SOUTH 55° 30' 00" WEST, A DISTANCE OF 460.35 FEET TO AN IRON PIN SET; THENCE NORTH 02° 08' 27" WEST, A DISTANCE OF 346.34 FEET TO AN IRON PIN SET; THEN NORTH 68° 35' 00" EAST, A DISTANCE OF 711.74 FEET TO AN IRON PIN SET ON THE RIGHT-OF-WAY OF SAID SOUTH STATE STREET; THENCE ALONG SAID RIGHT-OF-WAY ON A CURVE TO THE RIGHT HAVING A RADIUS OF 1,100.17 FEET AND A CHORD BEARING SOUTH 37° 09' 04" EAST, A DISTANCE OF 20.78 FEET TO THE POINT OF BEGINNING AND CONTAINING WITHIN SAID BOUNDS 2.574 ACRES OF LAND.

A SURVEY OF THIS LAND WAS MADE UNDER THE SUPERVISION OF BYRON W. HARNISHFEGGER, REGISTERED SURVEYOR NO. 7401, OF HAENNY, BARTOLO & GROVER, IN OCTOBER, 1992.

Exhibit 'B'

See attached permitted exceptions.

Exhibit 'B'

Easement dated April 15, 1963, received for record May 3, 1963 at 8:47 A.M. and recorded in Deed Volume 801, Page 983 of Trumbull County Records.

Easement and Right of way dated August 17, 1961, received for record August 12, 1963 at 2:24 P.M. and recorded in Deed Volume 806, Page 160 of Trumbull County Records.

Easement and Right of way dated August 17, 1961, received for record August 12, 1963 at 2:32 P.M. and recorded in Deed Volume 806, Page 178 of Trumbull County Records.

Easement dated December 6, 1968, received for record February 7, 1969 at 11:18 A.M. and recorded in Deed Volume 893, Page 826 of Trumbull County Records.

Easement dated May 16, 1969, received for record July 7, 1972 at 1:37 P.M. and recorded in Deed Volume 948, Page 739 of Trumbull County Records.

Easement dated February 9, 1980, received for record July 24, 1980 at 3:20 P.M. and recorded in Official Record Volume 23, Page 578 of Trumbull County Records.

Oil and Gas Lease dated January 21, 1987, received for record March 26, 1987 at 2:00 P.M. and recorded in Official Record Volume 354, Page 226 of Trumbull County Records.

Easement dated February 7, 1989, received for record March 1, 1989 at 12:30 P.M. and recorded in Official Record Volume 472, Page 34 of Trumbull County Records.

Attachment A11

Community Relations Plan

Attachment A11

City of Youngstown

COMMUNITY RELATIONS PLAN

December 18, 2015

Applicant: City of Youngstown

Supporting Organization:

Method of Communication: All application documentation and communication with the community of the City of Youngstown will be submitted to the Ohio Development Services Agency and the Public Library of Youngstown & Mahoning County, Main Branch, 305 Wick Avenue, Youngstown, Ohio for filing and to be made available to the public upon request. The City of Youngstown will also utilize its website <www.YoungstownOhio.gov>, which will post the information regarding the Loan Application so the community can communicate concerns, comments, and support.

A public meeting will be scheduled open to the community to obtain their input toward the project. No later than 30 days prior to the public meeting, the City of Youngstown shall place the application in the Public Library of Youngstown & Mahoning County, Main Branch, 305 Wick Avenue, Youngstown, Ohio, place a notice of the public meeting in a newspaper of general circulation in the county where the Brownfield is located Youngstown Vindicator, and post a sign at the property as described below. The 30 days includes the day of the publication of the public meeting, but not the day of the meeting.

Process:

A copy of the application shall be placed in the Public Library of Youngstown & Mahoning County, Main Branch, 305 Wick Avenue, Youngstown, Ohio, as well as made available in electronic PDF format on the City of Youngstown's website <www.YoungstownOhio.gov>.

The notice shall be placed in the Youngstown Vindicator, which circulates in the community where the Brownfield is located. The notice may appear either as a classified legal notice, or as a display advertisement.

The notice shall include, at a minimum: the date, time and location of the public meeting; a statement that the application is available for review at the Public Library of Youngstown & Mahoning County, Main Branch, 305 Wick Avenue, Youngstown, Ohio and, the intent of the City of Youngstown to apply for \$2,000,000.00 in Revolving Loan Funds from the Ohio Development Services Agency for remediation of an unknown number of buried drums containing oily sludge and liquids and the soils impacted by deteriorated drums contents. The remediation project will include the removal of materials impacted by elevated levels of polychlorinated biphenyls (PCBs) and volatile organics from Identified Area IA#8. Point of contact for the project is T. Sharon Woodberry (Director of Economic Development – City of Youngstown), and can be reached at <tswood@YoungstownOhio.gov>, or (330) 744-1708.

The public meeting shall be held at Youngstown City Hall, Caucus Room, 6th Floor and the City of Youngstown shall conduct so as to allow for questions and comments from the public and shall address any written comments received during the 30-day public review period. The City of Youngstown shall take minutes of the meeting that accurately reflect the number of individuals in attendance and the comments, questions, debate and discussion that occur at the meeting.

The City of Youngstown will prepare a responsiveness summary addressing comments made during the public meeting and comment period. The responsiveness summary must document related comments and demonstrate how the comments were integrated into the decision making process or explain why the comments were not included.

The following documentation is not subject to the public review period: financial statements (personal and business); tax returns, if applicable; Tax Information and Disclosure form; Financial Liability Form; Section 106 Determination.

A public information sign must be posted at the property during the public review period and within two weeks of the executed date of the loan agreement. The sign shall conform to requirements for re-zoning notices as set forth in local code. In the absence of such code, the sign shall not be less than four feet by four feet unless otherwise prohibited by local code, in which case the sign must be the maximum size allowed by local code.

The sign shall include the name and location of the public place where the application is available for review; the website where the application is also available for review; the funding source as Brownfield Revolving Loan Fund from the Ohio Development Services Agency; and contact information for public inquiry.

Fischer, Brian

From: erin.hazelton@development.ohio.gov
Sent: Wednesday, February 03, 2016 3:52 PM
To: Fischer, Brian
Subject: Dempsey Steel approval

Hi Brian,

The ABCA and CRP are approved by USEPA so you are clear to begin the public review. Once that is going, let's find some time for a quick call (let's include Sharon too) to discuss what we need to do from here in order to keep the process moving along quickly. I'll need to request a final extension of our agreement with USEPA beyond the March 31st deadline in order to actually complete the work so I want to make sure we are all still on board to move forward before I do that.

Thanks,

Erin



Erin Hazelton
Environmental Incentives Section Supervisor
Office of Community Assistance

77 South High Street
Columbus, Ohio 43215
614.728.1258 F: 614.466.4053

Erin.Hazelton@development.ohio.gov

Email to and from the Ohio Development Services Agency is open to public inspection under Ohio's public record law. Unless a legal exemption applies, this message and any response to it will be released if requested.

The State of Ohio is an Equal Opportunity Employer and Provider of ADA Services.

Attachment A12

**Copy of Library Receipt of Application, Proof and Copy of Newspaper Publication of Notice.
Photograph of Property Sign and Date Posted**

Library Receipt

Date: 2-19-16

On February 19, 2016 the Public Library of Youngstown & Mahoning County, Main Branch received a copy of the City of Youngstown's Brownfield Revolving Loan Fund application for the Former Demsey Steel Property Remediation Project located at 1300 South State Street in Youngstown, Ohio. The application will be available for public review in the reference section until March 29, 2016.

Michele Mellor
Librarian signature

Michele Mellor
Printed name

Supervisor, Information Services
Title

LEGAL NOTICE

The City of Youngstown is applying for an Ohio Development Services Agency - Brownfield Revolving Loan Fund to pay for environmental remediation of 1300 South State Street. A public meeting will be held at 11:00 am. on Tuesday, March 29, 2016 in the City of Youngstown, City Hall, City Council Caucus Room, 6th Floor, 26 South Phelps Street. The public is encouraged to attend this meeting to learn more about the application and provide comments about the loan application. The public meeting minutes and any public comments will be incorporated into the application.

The application is available for public review at the Youngstown-Mahoning County Public Library, Main Branch, 305 Wick Avenue, Youngstown, Ohio. Application information is also available online at www.youngstownohio.gov. For more information, contact: T. Sharon Woodberry at 330-744-1708.

LOCAL & STATE

will take part in two today.

izers said most of candidates plan to sions at two Miami ty centers in Butler There are 15 Repub- nning in the March ury, when voters will ominees both for a ecial election to fill 's term and for the election race for the gress.

Cershner, vice presi- government affairs Cincinnati USA 1 Chamber that's he organizers of to- forum, said there's nterest and excite- out the 8th District the wide choice of es.

House seats have e in recent years in d he said the race extra significance region lost the clout represented by the se speaker.

g the Republicans are state Sen. Bill of Tipp City, and p. Tim Derickson, ver Township, near 1. Army veteran and sman Warren Da- as picked up some tive endorsements g backing from the Growth Teacher teregg, who chal- beher last election, g again.

Morgan J. Horton, 32, of 427 Belmont Ave., Niles, and Amanda M. Carney, 31, of same.
Philip M. Ellard, 24, of 42 Helen Ave., Niles, and Marcy R. Snyder, 25, of same.
Robert S. Fowler Sr., 46, of 6060 Mines Road SE, Warren, and Jayme L. Ruby, 41, of 229 E. Main St., Girard.
Joseph K. Woods, 23, of 2017 Youll St., Apt. 87, Niles, and Kara E. Allen, 24, of same.
Arrow M. DePaul, 33, 928 Tibbetts Wick Road, Girard, and Allison R. Gilcher, 32, of same.

NEW COMPLAINTS

Trumbull County Treasurer v. Eldon Walden et al, tax foreclosure.
Trumbull County Treasurer v. Deborah P. Edwards et al, tax foreclosure.
Trumbull County Treasurer v. RR Estates LLC, tax foreclosure.
Trumbull County Treasurer v. JP Morgan Chase Bank NA et al, tax foreclosure.
Trumbull County Treasurer v. Kevin Royster et al, tax foreclosure.
Trumbull County Treasurer v. Michael G. Meister et al, tax foreclosure.
Citimortgage Inc. v. Lori Spithaler et al, foreclosure.
Trumbull County Treasurer v. Thomas W. Duffey et al, foreclosure.
Trumbull County Treasurer v. Felicia C. Brown et al, foreclosure.
Trumbull County Treasurer v. Leo Frazier et al, foreclosure.
Capital One NA v. Janet M. Harris et al, foreclosure.
Wells Fargo Bank NA v. David B. Uram et al, foreclosure.
US Bank Trust NA v. Ruth Snyder et al, foreclosure.
HSBC Bank USA NA v. Jeffrey Jarrett et al, foreclosure.

Shanna and Timothy Wirtz. Struthers, boy, Feb. 20.

Editor's Note: ValleyCare Health System of Ohio, which operates Northside Medical Center and Trumbull Memorial Hospital, no longer provides birth announcements for publication in The Vindicator.

Trumbull County Treasurer v. Ivory L. Grover et al, foreclosure.
Trumbull County Treasurer v. Charles Hershberger et al, foreclosure.
Trumbull County Treasurer v. James E. Clay et al, foreclosure.
Trumbull County Treasurer v. M. Wilene Hale et al, foreclosure.
Trumbull County Treasurer v. Ken Cox et al, foreclosure.
Wells Fargo Bank NA v. Waldo C. Sigley Jr. et al, foreclosure.
Seven Seventeen Credit Union Inc. v. Rick Marino et al, foreclosure.
Quicken Loans Inc. v. Tony J. Troiano et al, foreclosure.
US Bank NA v. Seth T. Howard et al, foreclosure.
Hija Cepa et al v. Russell P. Lautanen et al, other civil.
Midland Funding LLC v. Ginger Macali, other civil.
Ally Financial Inc. v. Tina L. Jones, other civil.
Midland Funding LLC v. Frank Carpenter, other civil.
Cindy Evans v. Charles M. Mooney et al, other civil.
Warren Ohio Hosp. Co. LLC v. Robert Ferree et al, other civil.
Autumn Hills Care Center LLC v. Ernest Chapman et al, other civil.
Capital One Bank USA NA v. Traci M. Soltis, other civil.
Ranch Enterprises Ltd. v. Julie Ratell,

Ally Financial Inc. v. Dominic J. Pellegri, other civil.
John P. Penza v. Fletcher Christie et al, other civil.
Crystal E. Karr v. Nickrick Ins. et al, workers' compensation.
Margaret Blair v. Stephen Buehrer, admin at BWC, workers' compensation.

Calvary SPV I LLC v. Nasser Y. Hamad, money.

Trumbull County Clerk of Courts v. Lori Miner, money.
Trumbull County Clerk of Courts v. Russell Miner, money.
Trumbull County Clerk of Courts v. Michael Herion, money.
Trumbull County Clerk of Courts v. John Carstone, money.
Trumbull County Clerk of Courts v. Franklin D. Fleming, money.
Jeffrey Miller, money.
Allstate Insurance Co. v. David E. Wilson, money.
Trumbull County Clerk of Courts v. Leonard J. Emch Jr., money.
Mary Ann Hall, money.
Trumbull County Clerk of Courts v. Mitchell Callahan, money.
Trumbull County Clerk of Courts v. Stacey Callahan, money.
Trumbull County Clerk of Courts v. Rachel M. Mollant, money.

DISSOLUTIONS ASKED

Victoria S. Walk and Jack M. Walk.

DIVORCES ASKED

Madeline F. Wyand v. Eric R. Wyand, Jennifer Urbana v. Joseph P. Urbana Jr.
Nancy J. Reed v. Doug Reed.
Craig Johnston v. Juliana Johnston.

After You Cut The Cake...

(330)747-1471

Let Us Know! Call The Vindicator & ANNOUNCE YOUR WEDDING!!

HOUSEHOLD GOODS

ROOM 1015 LOSHAUNA SPIVEY, 516 GRIFFITH ST 801, YOUNGSTOWN, OH 44510 HOUSEHOLD GOODS
ROOM 1026 KEVIN DOUGLAS, 151 E MARION, YOUNGSTOWN, OH 44507 HOUSEHOLD GOODS
ROOM 1056 JOE MONDORA, 5944 CALLOWAY CR, AUSTINTOWN, OH 44515 HOUSEHOLD GOODS
ROOM 1068 PAULA BURTON, 18 MILLTON AVE, YOUNGSTOWN, OH 44509 HOUSEHOLD GOODS
ROOM 1111 SHALONDA HALL, 121 ROSLAND, YOUNGSTOWN, OH 44505 HOUSEHOLD GOODS
ROOM 1173 LORAY TRIPLETT, 5018 FORREST PARK PLACE, BOARDMAN, OH 44512 HOUSEHOLD GOODS
ROOM 3049 TEAIRA CLEVELAND, 429 WILLIAMSON AVE, YOUNGSTOWN, OH 44507 HOUSEHOLD GOODS
ROOM 8212 CHRISTINE ELDER, 26 HILTON, YOUNGSTOWN, OH 44507 HOUSEHOLD GOODS
ROOM 8244 TIA DAVENPORT, 2988 NORTHVIEW BLVD, YOUNGSTOWN, OH 44504 HOUSEHOLD GOODS
ROOM 8261-62 KRISTA JOHNSON, 4843 WESTCHESTER DR, CAMPBELL, OH 44005 HOUSEHOLD GOODS
ROOM C003 JOANNE WRIGHT, 1310 BUCKEY CRT, YOUNGSTOWN, OH 44505 HOUSEHOLD GOODS

information and in accordance with the qualifications-based selection process. Visit the Public Notices/Job Postings section on www.vindicator.com for a general scope of service, submission requirements and evaluation sheet.

The Statement of Qualifications must be received at Administration Building, 400 North High Street, Cincinnati, Ohio 45219 no later than 4:30 P.M. on March 14, 2016.

LEGAL NOTICE

The City of Youngstown is applying for an Ohio Development Services Agency Brownfield Revolving Loan Fund to pay for environmental remediation of 1300 South State Street. A public meeting will be held at 11:00 am on Tuesday, March 29, 2016 in the City of Youngstown, City Hall, City Council Caucus Room, 6th Floor, 26 South Phelps Street. The public is encouraged to attend this meeting to learn more about the application and provide comments about the loan application. The public meeting minutes and any public comments will be incorporated into the application.

The application is available for public review at the Youngstown-Mahoning County Public Library, Main Branch, 305 Wick Avenue, Youngstown, Ohio. Application information is also available online at www.youngstownohio.gov. For more information, contact T. Sharon Woodberry at 330-744-1708.

LEGAL NOTICE

The following matters are the subject of this public notice by the Ohio Environmental Protection Agency. The complete public notice, including any additional instructions for submitting comments, requesting information, a public hearing, or filing an appeal may be obtained at: <http://www.epa.ohio.gov/actions.aspx> or Hearing Clerk, Ohio EPA, 50 W. Town St., P.O. Box 1049, Columbus, Ohio 43216. Ph: 614-644-2129 email: HClerk@epa.ohio.gov

Solid Waste Facility Variance Action
Central Waste Inc
12009 Oyster Rd, Alliance, OH 44601
ID #: MSWLO18792
Date of Action: 02/16/2016
Notice is hereby given that on February 16, 2016 the Director of the Ohio Environmental Protection Agency approved a revision to the closure/post-closure care plan and granted a variance, pursuant to Ohio Administrative Code Rule 3745-27-03, to Bond Safeguard Insurance Company for the Central Waste Landfill located at 12003 Oyster Road in Smith Township, Mahoning County. This approval is subject to all rules, regulations, and specified conditions.

Final Issuance of Permit to Install New Reserve Development LLC Facility Description: Wastewater ID #: 1073342
Date of Action: 02/17/2016
This final action not preceded by proposed action and is appealable to ERAC.
Project: Lake Reserve Sanitary Extension Phase 2
Location: Western Reserve Rd @ Southwestern Place, Beaver Twp.

The Vindicator

"GIVES YOU MORE!"

EVERYDAY!

NEWS. SPORTS. ENTERTAINMENT.

NOTICE

The City of Youngstown is applying for an Ohio Development Services Agency-Brownfield Revolving Loan Fund to pay for environmental remediation of this Property, 1300 South State Street. A public meeting will be held at 11:00am Tuesday, March 29, 2016 in the City of Youngstown, City Hall Council Caucus Room, 6th Floor, 26 South Phelps Street. The public is encouraged to attend this meeting to learn more about the application and provide comments about the loan application. The public meeting minutes and any public comments will be incorporated into the application.

The application is available for public review at the Youngstown-Mahoning County Public Library, Main Branch 305 Wick Avenue, Youngstown, Ohio. Application information is also available online at www.youngstownohio.gov. For more information contact T. Sharon Woodberry at 330-744-1708.

POSTED: 2/18/16

Attachment A13

**Copies of Comments Received during Public Notice Period, Minutes of the Public Hearing and a List of
any Changes made to the Application as a result of Public Comment**

Attachment A14

Letters of Support

N/A

Attachment A15

Ohio Brownfield Inventory Application

Demsey Steel, Former

Address: 20 West Federal Street

Property Size: 14.75 acres

Past Use: Industrial

Current Zoning:

Current Occupancy: Vacant

This site is a Clean Ohio Revitalization Fund Project

Contact Information

Sarah Lown

City of Youngstown

20 West Federal Street

Youngstown, OH 44503

(330) 744 - 1708

slown@CityofYoungstownOH.com

www.cityofyoungstownoh.com



Location Accessibility

* The property is adjacent to U.S. Highway 422 (South State Street) and one-half mile from I-80. * The property is adjacent to a railroad spur. * The property is one-third mile from the Mahoning River. * The property is not accessible to pedestrians, but public transportation is available.



OHIO EPA
SITE ASSESSMENT & BROWNFIELD REVITALIZATION (SABR)
February 10, 2009

OHIO BROWNFIELD INVENTORY APPLICATION

<http://www.epa.state.oh.us/derr/SABR/Brown/BrownDtb/browndtb.html>

Local Government Contact Information

First Name: Sarah Last Name: Lown Title: Development Incentive Manager E-mail: slown@CityofYoungstownOH.com Phone: 330-744-1708	Address: 20 West Federal Street, City: Youngstown, OH County: Mahoning State: Ohio Zip: 44503 Community Name: City of Youngstown Community Website: www.cityofyoungstownoh.com
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Property Information

Property Name: Former Demsey Steel
Property

Property Size: 14.75 acres

Street Address: 1300 South State Street

City: Youngstown

County: Trumbull

Zip: 44420

Current Zoning:

Current or Potential Clean Ohio Fund Project?:

☒ Yes ☐ No

Vacancy (choose one):

- ☐ Fully occupied
☐ Partially Occupied / Under-utilized
☒ Vacant
☐ Orphaned / Abandoned

Current Land Use

(choose all that apply):

- ☐ Residential
☐ Commercial
☒ Industrial
☐ Residential
☐ Landfill/Dump
☐ Institutional
☐ Gas Station
☒ Other
Specify:

___ Vacant ___

-

Past Land Use

(choose all that apply):

- ☐ Residential
☐ Commercial
☒ Industrial
☐ Residential
☐ Landfill/Dump
☐ Institutional
☐ Gas Station
☐ Other
Specify:

Additional Property Details

Number of Usable Buildings: 0

Building Space: 68,000 sq. ft.

Utilities available (choose all that apply):

- ☐ None
- ☒ Electrical
- ☒ Water
- ☒ Sewer
- ☒ Natural Gas Service
- ☒ Telecom Service
- ☒ Broadband

Environmental Assessments Completed:

- ☒ Phase I
- ☒ Phase II
- ☒ Asbestos Inspection Report

Parcel Number(s): Parcel Number: 14-124920 (6.50-acres)

Parcel Number: 14-124921 (3.979-acres), and

Parcel Number: 14-124922 (4.268-acres)

Access

Proximity to major road(s) (provide names and distances): Adjacent to US 422 (South State Street) and 3000 feet to I-80

Proximity to railroad spur(s) (provide names and distances): Adjacent

Proximity to major airport(s) (provide names and distances):

Proximity to major river(s) (provide names and distances): Mahoning River is 1575 feet away

Pedestrian accessibility:

- ☐ Yes
- ☒ No

Public transportation:

- ☒ Yes _____
- ☐ No

Property History

Provide an overview of ownership and operations history, including company names and dates operations ceased, as applicable.

Company Name	Owner Name	Operation Description	Date Operations Ceased
1. 1300 State Rd LLC	Brett Muckle	Un-used;	2009
2. Demsey Steel Company	Joseph Demsey	Pickling and	1995
3. General Steel Industries		Warehousing;	1972
(Add additional rows as needed)		Steel Warehousing	

General Comments

Please include any additional information pertinent to the property.

OHIO BROWNFIELD INVENTORY APPLICATION

ATTACHMENT 1

Local Government's Permission Form

By submitting the information included with its completed *Ohio Brownfield Inventory Application*, the Local Government designated below, through its undersigned representative, gives permission for Ohio EPA to include the information with the Ohio Brownfield Inventory. With regard to the brownfield property that is the subject of the application, the Local Government owns / does not own the property in its entirety (*check one – if any portion of the property is not owned by the Local Government, the Local Government must obtain the written permission of each property owner (see Attachment 2) and include the written permission with the submitted application*).

The Local Government acknowledges that the application information is made available to interested parties through the Ohio Brownfield Inventory posted on Ohio EPA's website and as a public record pursuant to Ohio public records law. Further, the Local Government acknowledges that the responsibility to provide Ohio EPA with updated property and application information remains with the Local Government.

It is so agreed:

(Signature of authorized Local Government representative)

Date

(Printed/typed name of the authorized representative, job title)

(Name of Local Government)

OHIO BROWNFIELD INVENTORY APPLICATION

ATTACHMENT 2

Property Owner's Permission Form

Instructions: The owner of a "brownfield" property may grant permission for a local government entity ("Local Government") to include information about the property in an *Ohio Brownfield Inventory Application*. Through an *Ohio Brownfield Inventory Application*, the property owners and Local Government are requesting Ohio EPA to make the application information available to interested parties, including a website posting. To grant permission, each parcel owner needs to provide to the Local Government a *Property Owner's Permission Form* completed for each parcel. The Local Government may then include the completed forms in the application it submits to Ohio EPA.

* * *

Property Owner's Permission Form

List for the brownfield property:

Parcel No(s): _____

Property Address(es): _____

Name of the property owner(s): _____

Each owner of the above-described property, through its undersigned representative, gives permission both to:

- _____ (the "Local Government") – to submit to Ohio EPA an *Ohio Brownfield Inventory Application* for the property; and

- Ohio EPA – to include the application information with the Ohio Brownfield Inventory, which may include posting the information on Ohio EPA’s web site and otherwise making the information available to interested parties as a public record pursuant to Ohio public records law.

Further, each owner, through its undersigned representative, acknowledges that after the submission of an *Ohio Brownfield Inventory Application* for the property, an Owner would need to make, as necessary, updates to the application information in coordination with and through the Local Government. The Local Government may submit the updated information to Ohio EPA with a request to update the Ohio Brownfield Inventory.

It is so agreed:

(Signature of owner’s authorized representative)

Date

(Printed/typed name of the authorized representative, job title)

[Include a signature block for each owner, as needed.]

Attachment A 16

Ohio Historic Preservation Office Section 106 Review Summary

N/A



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

REGION 5

77 WEST JACKSON BOULEVARD

CHICAGO, ILLINOIS 60604

January 8,, 2016

Erin Hazelton, Supervisor
Office of Community Assistance
Ohio Development Services Agency
77 South High Street
Columbus, Ohio 43216

Re: Dempsey Steel Property, Identified Area #8 (IA#8), 1300 South State Street, Youngstown, Ohio

Dear Ms. Hazelton:

US EPA has reviewed all of the available documentation regarding the federal involvement at the above referenced site, including; descriptions of area, maps, and remediation plans. All assessments have found no potential historic interests. Therefore, pursuant to 36 C.F.R. Section 800.11(d), US EPA has determined there will be no adverse impact posed by the federally funded cleanup of IA#8 at the Former Dempsey Steel Property.

The submittals for this site included information on the federal funding source, site background, historical status of site, sources of historical information, and a detailed description of the proposed remediation work.

If you have any questions, please do not hesitate to contact me at 440-250-1741 or by e-mail at auker.karla@epa.gov.

Sincerely,

Karla Auker
Project Officer/Project Manager
Brownfields & NPL Reuse Section
US EPA, Westlake, Ohio

Attachment A17

Documentation from the Internal Revenue Service and Ohio Secretary of State